

# **REQUEST FOR PROPOSALS**

## **FC-7964, Case Management Improvement on behalf of City Courts**



**Atlanta, Georgia**

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Court Administrator  
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## CITY OF ATLANTA

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March 9, 2015

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a proposal for **FC-7964, Case Management Improvement**. The City, on behalf of the Department of Information Technology ("DIT"), is soliciting proposals from qualified proponents to provide a modern case management system that enhances the Atlanta's Municipal Courts ability to share and leverage data, improve efficiency at the courts and provide efficiencies to the public and organizations that interact with the courts.

A **Pre-Proposal Conference** will be held on **Wednesday, March 18<sup>th</sup>, at 11:00 a.m.**, at the DOP's Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Courts, DIT, the Office of Contract Compliance, the Ethics Office, the Atlanta Workforce Development Agency and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **Wednesday, March 18, 2015** are not authoritative. **The last date to submit questions in writing is March 20, 2015; by 1:00 p.m. EST.**

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, April 29, 2015.**

**The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for May 13-15, 2015, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.**

**\*\*ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.\*\***

Proposals will be publicly opened and read at 2:01 p.m. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

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This Proposal is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Proposal. In the event of conflict between a version of the Proposal in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Mr. James E. Crenshaw, Contracting Officer, at [jecrenshaw@atlantaga.gov](mailto:jecrenshaw@atlantaga.gov), to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued.

The Proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$100.00 per package, beginning on Monday March 9, 2015. All purchased solicitation documents include a scope of work booklet.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in its best interest.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam L. Smith", with a stylized flourish at the end.

Adam L. Smith

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**Part 1**  
**Information and Instructions to Proponents**

## **Part 1: Information and Instructions to Proponents**

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of the Department of Information Technology (“DIT”), seeks to procure the following services (“Services”): a modern case management system that enhances Atlanta Municipal Court’s ability to share and leverage data, improve efficiency at the courts, and provide efficiencies to the public and organizations that interact with the courts. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A – Scope of Services**; Contract No. FC-7964, Case Management Improvement included in this RFP.<sup>1</sup>
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive sealed proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Authority to Transact Business in Georgia:** Each Proponent shall submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **Minimum Qualifications:**
  - Each Proponent team member (Service Provider Key Personnel) shall possess and provide documented experience in court installation, including Public Defender and Prosecutor features and eFiling capabilities of over 100k cases per year within the last five (5) years in the public sector.
  - The selected proponent must provide a sample software license agreement, maintenance agreement, warranty terms and license fee with proposal.
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
6. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, April 29, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.
7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Wednesday, March 18, 2015, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of

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<sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

**8. Proposal Guarantee: (Not Applicable)**

**9. Oral Interviews:** The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for **May 13-15, 2015**, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.

**10. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Mr. James E. Crenshaw, Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail [jecrenshaw@atlantaga.gov](mailto:jecrenshaw@atlantaga.gov), on or before **Friday, March 20, 2015 at 1:00 P.M.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at [www.atlantaga.gov](http://www.atlantaga.gov) and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

**11. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

**12. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Appendix B - Insurance and Bonding Requirements**, attached to this RFP.

**13. Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A - Office of Contract Compliance Submittals**, attached to this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

**14. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 3; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 4; Proof of Insurance and Bonding Capacity. If this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized

letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

**15. Special Rules Applicable to Evaluation of Proposals: (Not Applicable)**

**16. Examination of Proposal Documents:**

- Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
- Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
- City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
- Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.

**17. Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City of Atlanta Code of Ordinances.

**18. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

**19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted with each proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its



effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.

20. **Multiple Awards:** Upon evaluation of the Proposals, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Proponent(s) determined by the City to be the most responsive and responsible of the short-listed Proponents. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Proponents fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Proponent. This process will continue until final agreements, if possible, are realized.
21. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq .].”

**Part 2**  
**Contents of Proposals and Required Submittals**

## **Part 2; Contents of Proposals/Required Submittals**

- 1. General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

- 1.1. **Informational Proposal;** and

- 1.2. **Cost Proposal.** The Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

- 2. Informational Proposals:** An Informational Proposal is comprised of two (2) sources of information:

- 2.1. **Volume I:** information drafted and provided by a Proponent; and

- 2.2. **Volume II:** information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

- 3. Information Required to Be Included in Informational Proposal:**

- 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:

- 3.1.1. **Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal:

- 3.1.1.1. **Executive Summary;**

- 3.1.1.2. **Organizational Structure;**

- 3.1.1.3. **Resumes of Key Personnel;**

- 3.1.1.4. **Overall Experience, Qualifications and Performance on Previous Projects; and**

- 3.1.1.5. **Management Plan and Technical Approach**

- 3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:

- 3.1.2.1. **Forms attached to this RFP at Part 4:**

- 3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act Forms;

- 3.1.2.1.2. Form 2; Disclosure Form and Questionnaire;

- 3.1.2.1.3. Form 3; Proponent Financial Disclosure;

- 3.1.2.1.4. Form 4.1; Certification of Insurance Ability;

- 3.1.2.1.5. Form 4.2; Certification of Bonding Ability

- 3.1.2.1.6. Form 5; Acknowledgment of Addenda;

- 3.1.2.1.7. Form 6; Proponent Contact Directory;

- 3.1.2.1.8. Form 7; Reference List;

- 3.1.2.1.9. Form 8; Proposal Bond (not applicable); and

- 3.1.2.1.10. Form 9; Required Submittal Checklist.

- 3.1.2.1.11. Appendix E: Additional Required Submittals (Functional Requirements)

**NOTE: Every space on every form must be completed. If the form requires a notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.**

**3.2. Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

**3.2.1. Executive Summary (tabbed in Volume I).**

**3.2.1.1. Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

**3.2.1.2. Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

**3.2.1.2.1.** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

**3.2.1.2.2.** The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

**3.2.1.2.3.** A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential

subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years; and

3.2.1.2.5. A brief history of the company including the number of years in business providing the services you are outlining in your proposal.

3.2.1.3. **Organizational Structure (Tabbed in Volume I).** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.1.3.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

3.2.1.3.2. providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

3.2.1.3.3. providing the names of proposed candidates for each function on the chart.

3.2.1.3.4. As a quality business relationship is important, please include anything else you feel relevant. Please answer the following questions if they are applicable. If not, please indicate N/A.

1. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
2. What is the headquarters location address, phone number and Web site?
3. What is the company ownership structure?
4. How many employees do you have worldwide? In North America? Locally?
5. Provide a sample certificate of insurance identifying your standard insurance coverage.

6. Provide your tax identification number.
7. Provide your Dun & Bradstreet number.
8. What geographical classification applies to your company?
  - ☐ Local: (i.e., operates in only one city or state)
  - ☐ Regional: (i.e., operates in only one geographical area)
  - ☐ Multi-regional: (i.e., operates in more than one region, but not nationally)
  - ☐ National: (i.e., provides services across the U.S. only)
  - ☐ International: (i.e., conducts business in the U.S. and abroad)

### 3.2.2. Key Personnel/Resumes:

- 3.2.2.1. Identify and provide resumes for ALL of the individuals that the Team will use to fill the following proposed positions:

- 3.2.2.1.1. President/CEO;
- 3.2.2.1.2. Account Manager;
- 3.2.2.1.3. Project Manager;
- 3.2.2.1.4. Technical Lead;
- 3.2.2.1.5. Functional Lead; and
- 3.2.2.1.6. Quality Assurance Analyst

- 3.2.2.2. Resumes should be organized as follows:

- 3.2.2.2.1. Name and Title;
- 3.2.2.2.2. Professional Background;
- 3.2.2.2.3. Current and Past Relevant Employment;
- 3.2.2.2.4. Education;
- 3.2.2.2.5. Certifications;
- 3.2.2.2.6. List of (3) Relevant projects, including:
  - 3.2.2.2.6.1. Client Name;
  - 3.2.2.2.6.2. project description;
  - 3.2.2.2.6.3. role of the individual;
  - 3.2.2.2.6.4. project actual or expected completion date; and
- 3.2.2.2.7. Client List/Reference Contact (required submittal. A minimum of three (3) references are required, showing implementation of similar size and scale to the Municipal Court. Please refer to Required Submittal Form 7, Reference List, listed within **Part 4** of this solicitation document).
- 3.2.2.2.8. Proponent must show evidence of being adequately staffed with sufficient experienced personnel. This may be displayed, for example, by providing an organization chart.

- 3.2.2.3. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.
- 3.2.2.4. **Overall Experience, Qualifications and Performance on Previous Projects.** Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in the Exhibit A: Scope of Services.
- 3.2.3. **Management Plan and Technical Approach (Tabbed in Volume I).** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:
  - 3.2.3.1. Proponent's approach to team leadership;
  - 3.2.3.2. how the Proponent will:
    - 3.2.3.2.1. ensure proper communications among pertinent project team members;
    - 3.2.3.2.2. establish and maintain the necessary cooperative relationships;
    - 3.2.3.2.3. coordinate all necessary project activities within that team relationship;
    - 3.2.3.2.4. identify the tools that are intended to be used to manage these project elements, and tasks; and
  - 3.2.3.3. Proponent's proposed method to:
    - 3.2.3.3.1. Identify and resolve issues during the project duration; and
    - 3.2.3.3.2. Make critical decisions.
- 4. **Cost Proposal:** Each Proponent must submit a Cost Proposal using the form provided by the City at Exhibit A-1 – Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped "Original" and twenty (20) copies in a separate sealed envelope.**
- 5. **Submission of Proposals:**
  - 5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-7964, Case Management Improvement** and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP**  
**Chief Procurement Officer**  
**Department of Procurement**  
**55 Trinity Avenue, S.W.**  
**City Hall South, Suite 1900**  
**Atlanta, Georgia 30303-0307**

- 5.2. A Proponent is required **to submit one (1) stamped original and twenty (20) copies of its Informational Proposal.** Each Informational Proposal must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 5.3. In addition to the hard copy submission, each Proponent should submit two (2) digital versions of its Proposal in Adobe Portable Document Format (“**PDF**”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.
- 5.4. The City assumes no liability for differences in information contained in the Proponent’s printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number
- 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

## **6. Selection for Competitive Sealed Proposals:**

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to those factors contained in subsection 2-1189(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances):

- (1) Previous experience demonstrating competence to perform the services involved in the solicitation;
- (2) Past performance of previous contracts with respect to time of completion and quality of services;
- (3) The fee or compensation demanded for the services;
- (4) The ability to comply with applicable laws;
- (5) The ability to comply with the schedule for the performance of the services, as required by the City;
- (6) The financial ability to furnish the necessary bonds;
- (7) The financial condition of the offeror;
- (8) The ability to provide staffing of management personnel, satisfactory to the City; and
- (9) The offeror’s compliance with the requirements of equal employment opportunity (EEO) and, where applicable, equal business opportunity (EBO) programs, as may be required by ordinance.

**Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:**



- (1) Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals;
- (2) Qualifications and experience of all proposed team members;
- (3) Demonstration that programs and services offered will meet the needs of those in the Community;
- (4) Responses to ALL questions asked within Exhibit A, Scope of Services;
- (5) Responsiveness to all items noted as Required Submittals within the solicitation document;
- (6) Reference submission and satisfactory review; and
- (7) Price.

**7. Responsiveness and responsibility for each Proponent can be observed as the following:**

**7.1. The responsiveness of a Proponent is determined by the following:**

- 7.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
- 7.1.2. The completeness of all material, documents and/or information required by the City; and
- 7.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

**7.2. The responsibility of a Proponent is determined by the following:**

- 7.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
- 7.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
- 7.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
- 7.2.4. The quality of performance of previous contracts or work;
- 7.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
- 7.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and
- 7.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

The following submittals **MUST** be completed and submitted with each Proposal. If any documents are not submitted with your proposal package, your firm will be deemed non-responsive.

8. **Required Submittals:** The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet <sup>2</sup>	Check (√)
	<b>VOLUME I CHECKLIST (Ordered and tabbed as follows):</b>	
1.	Executive Summary	
2.	Organizational Structure	
3.	Resumes of Key Personnel	
4.	Overall Experience, Qualifications and Performance on Previous Similar Projects	
5.	Management Plan	
	<b>VOLUME II CHECKLIST (Ordered and tabbed as follows):</b>	
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Disclosure Form and Questionnaire	
3.	Form 3; Proponent Financial Disclosure	
4.	Form 4.1; Certification of Insurance Ability	
5.	Form 4.2; Certification of Bonding Ability	
6.	Form 5; Acknowledgment of Addenda	
7.	Form 6; Proponent Contact Directory	
8.	Form 7; Reference List	
9.	Form 8; Proposal Bond (Not applicable to this solicitation)	
10.	Form 9; Required Submittal Checklist	
11.	Appendix E; Additional Required Submittals (Functional Requirements Form)	
12.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO/SBE Forms 1, 2, 3 and 4 (to be completed by Proponent and submitted with Proposal) <sup>3</sup>	
	<b>COST PROPOSAL</b>	
1.	Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted in a separate sealed envelope)	

<sup>2</sup> This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

<sup>3</sup> Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

## **Part 3**

### **Evaluation of Proposals**

### **Part 3; Evaluation of Proposals**

An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below. In addition to the criteria that will be evaluated and scored; please make note of the above-referenced items that will be evaluated but not scored. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

An award shall be made to the most responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. **Should a Proponent not submit any portions of a Required Submittal, they may be deemed non-responsive.**

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEMS</b>	<b>SCORE</b>
<b>40</b>	<b>Management and Technical Approach</b>	
<b>15</b>	<b>Overall Experience</b>	
<b>20</b>	<b>Cost Proposal</b>	
<b>15</b>	<b>OCC Programs</b>	
<b>10</b>	<b>Financial Conditions</b>	
<b>(100%)</b>	<b>TOTAL SCORE</b>	

#### **End of Instructions to Proponents Section to Include:**

- **Part 1: Information and Instructions to Proponents**
- **Part 2; Contents of Proposals/Required Submittals**
- **Part 3; Evaluation of Proposals**

**Part 4**  
**Required Submittals Forms**

## **Required Submittal (FORM 1)**

### **Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)**

#### **INSTRUCTIONS TO PROPONENTS:**

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 1)**

**Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)**

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (\_\_\_\_\_) (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

**I hereby declare under penalty of perjury that the forgoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 1 of 7)**

**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT**

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. <b>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.</b>

***Instructions: Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).***

**A. Basic Information:**

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

**B. Individual/Entity Information:**

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

☐ Yes (**Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.**)

☐ No

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 2 of 7)**

### C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**  
☐ ☐

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**  
☐ ☐

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**  
☐ ☐

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**  
☐ ☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**  
☐ ☐

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**  
☐ ☐

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**  
☐ ☐

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 3 of 7)**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City?

**YES**

☐

**NO**

☐

(b) directly or indirectly, received revenues from the City?

**YES**

☐

**NO**

☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

**YES**

☐

**NO**

☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

**YES**

☐

**NO**

☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

**YES**

☐

**NO**

☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

**YES**

☐

**NO**

☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

**YES**

☐

**NO**

☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

**YES**

☐

**NO**

☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

**YES**

☐

**NO**

☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

**YES**

☐

**NO**

☐

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**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 4 of 7)**

## **D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality** . Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 5 of 7)**

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 6 of 7)**

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
  - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
  - (3) Cancellation of the public contract;
  - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (Page 7 of 7)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the**  
\_\_\_\_\_  
**(title) of** \_\_\_\_\_ **(entity or partnership name) this**  
\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

## **Required Submittal (FORM 3)**

### **Proponent Financial Disclosure (Page 1 of 5)**

**Instructions:** It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.



**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 2 of 5)**

**Part A - General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or  
partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity  
or partnership completing this Form  
to the Proponent: \_\_\_\_\_

Contact information of individual,  
entity or partnership completing  
this Form: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 3 of 5)**

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
    - (iv) Two (2) banks or other institutional lenders’ references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 4 of 5)**

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<b><u>Year: 2011</u></b> (Thousands)	<b><u>Year: 2012</u></b> (Thousands)	<b><u>Year: 2013</u></b> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$ .....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

**Required Submittal (FORM 3)**

**Proponent Financial Disclosure (Page 5 of 5)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

*Sign here if you are an individual:*

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity:*

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_.

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public of \_\_\_\_\_ (state)

My commission expires: \_\_\_\_\_

**Required Submittal (FORM 4.1)**

**Certification of Insurance Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert insurance company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-7964, Case Management Improvement (“Project”)** and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

**PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

**Insurer:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 4.2)**

**Certification of Bonding Ability Instructions:**

Offerors **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, \_\_\_\_\_ [*insert an individual's name*], on behalf of \_\_\_\_\_ [*insert surety company full name*], a \_\_\_\_\_ [*insert type of entity LLC, LLP, corporation, etc.*](**"Surety"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-7964, Case Management Improvement ("Project")** and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, \_\_\_\_\_ (**"Offeror"**) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only:** The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately \$ \_\_\_\_\_ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

**PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.**

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

**Surety:** [*insert company name on line provided below*]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary/Assistant Secretary  
(Seal)

**Required Submittal (FORM 5)**

**Acknowledgment of Addenda**

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-7964, Case Management Improvement:**

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corporate Proponent:  
[Insert Corporate Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary/Assistant  
Secretary (Seal)

Non-Corporate Proponent:  
[Insert Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

**Required Submittal (FORM 6)**

**Proponent Contact Directory<sup>1</sup>**

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

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<sup>1</sup> The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.



**Required Submittal (FORM 7)**

**Reference List**

Each Proponent must provide a list of at least three (3) references using the below- referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference:                      Name  
   Address  
   City, State, Zip  
   Phone  
   Fax

Project Title:

Contact Person: \_\_\_\_\_  
Direct Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

---

*(Use the Same Format to Provide the Additional References)*

**Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”  
(FORM 8)**

**Proposal Bond – NOT APPLICABLE (Page 1 of 2)**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] \_\_\_\_\_ Dollars and Cents (\$\_\_\_\_\_); or [ii] 5% of PRINCIPAL’S Proposal amount for **PROJECT NUMBER: FC-7936, Employee Benefits**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-7964; Case Management Improvement**, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent’s check otherwise required to accompany this Proposal;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney’s fees to be fixed by the Court.

**Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”**  
**(FORM 8)**

**Proposal Bond – NOT APPLICABLE (Page 2 of 2)**

Enclosed is a Proposal Bond in the approved form, in the amount of either:

[i] \_\_\_\_\_ Dollars and Cents (\$\_\_\_\_\_), being in the amount of 5% of the CONTRACT Sum; or  
[ii] 5% of PRINCIPAL’S Proposal amount for **FC-7964, Case Management Improvement**

\_\_\_\_\_. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant**  
**Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

**Surety:**  
**Name:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

## Required Submittal (FORM 9)

### Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below “Required Proposal Submittal Check Sheet.” Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponent’s sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and twenty (20) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure. 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Num	Required Proposal Submittal Check Sheet	Check (✓)
1	<b>Part I – Instructions to Proponents</b>	( )
2	<b>Appendix A - Office of Contract Compliance (Required Submittals Included)</b>	( )
3	<b>Part IV– All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</b> Form 1; Illegal Immigration Reform and Enforcement Act Forms; Form 2; Disclosure Form and Questionnaire; Form 3; Proponent Financial Disclosure; Form 4.1; Certification of Insurance Ability; Form 4.2; Certification of Bonding Ability; Form 5; Acknowledgment of Addenda; Form 6; Proponent Contact Directory; Form 7; Reference List; Form 8; Proposal Bond (Not Applicable); and Form 9; Required Submittal Checklist Form 10; Appendix E: Additional Required Submittal; Functional Requirements	( )
5	<b>Proponent’s Official Company Name:</b> <b>Company Physical Address:</b>	
6	<b>President/Vice President/Owner Name:</b> Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
7	<b>Primary Point-of-Contact Concerning RFP:</b> _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

**Part 5**  
**Draft Professional Services Agreement**

## DRAFT PROFESSIONAL SERVICES AGREEMENT

### FC-7964, Case Management Improvement

This Draft Professional Services Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Service Provider”) set forth below.

<b>Contract Name: Case Management Improvement</b>	<b>Contract No. FC-7964</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency: Department of Information Technology</b>
<b>Address:</b>	<b>Address: 55 Trinity Ave. SE, Atlanta GA 30303</b>
<b>Phone:</b>	<b>Phone: xxx-xxx-xxxx</b>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b>

#### 1. Background.

1.1 City desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$\_\_\_\_\_ (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

#### 2. Term.

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Agreement shall commence on the Effective Date and end on [TBD]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year term according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

### **3. Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>4</sup>

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit A.1 – Cost Proposal
4. Exhibit B – Definitions
5. Exhibit C – Authorizing Legislation
6. Exhibit D – City Security Policies
7. Exhibit E – Dispute Resolution Procedures
8. Appendix A – Office of Contract Compliance Requirements
9. Appendix B – Insurance and Bonding Requirements
10. Appendix C – Additional Contract Documents
11. Appendix D – Addenda
12. Appendix E – Special Conditions, Drawing or Negotiated Terms and Conditions

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

### **5. Services.**

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

#### **5.3 Change Documents.**

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or

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<sup>4</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

“Unilateral Change Document”).<sup>5</sup> All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change

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<sup>5</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).



Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

## **6. Service Provider's Obligations**

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole

discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

6.9 Ethics in Contracts.

6.9.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be

unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

6.9.2 Fraud and misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider's employees report to perform the services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

## **7. City's Authorized Representative.**

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

## **8. Payment Procedures.**

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such

format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Service Provider’s performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

**9. Service Provider Representations and Warranties**. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

## **10. Compliance with Laws.**

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

## **11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

## **12. Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider’s name, with the same force and effect as if performed by Service Provider.

## **13. Audit and Inspection Rights.**

### **13.1 General.**

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections

and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

#### **14. Indemnification by Service Provider.**

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

## **15. Limitation of Liability.**

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.



**16. Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

**17. Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

**18. Termination.**

**18.1 Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

**18.2 Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

**18.3 Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

## **19. Dispute Resolution.**

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

## **20. General.**

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

**CITY OF ATLANTA:**

**[SERVICE PROVIDER]:**

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

President/Vice President

**ATTEST:**

**ATTEST:**

\_\_\_\_\_

Municipal Clerk (SEAL)

\_\_\_\_\_

Corporate Secretary/Asst. Secretary  
(affix seal)

**RECOMMENDED:**

\_\_\_\_\_

Atlanta Municipal Court

**RECOMMENDED:**

\_\_\_\_\_

Department of Information Technology

**APPROVED:**

\_\_\_\_\_

Chief Procurement Officer

**APPROVED AS TO FORM:**

\_\_\_\_\_

Assistant City Attorney

**Exhibit A**  
**Scope of Services**

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## 1. Background

The mission of the Atlanta Municipal Court is to provide those that we serve with high quality customer service that is effective, efficient and is delivered in a professional environment. The Court processes approximately 260k<sup>+</sup> cases per year. This includes code (quality of life), criminal, parking and traffic related citations. Thirteen (13) enforcement agencies across the City, including APD, Georgia State Patrol and several local university affiliated agencies, contribute to the overall case load.

In 2007 the existing legacy case management system was implemented to migrate the court to a paperless system. The Municipal Court's legacy system is a Windows based interactive case management system which provides rapid case creation, linking of related cases, integrated receipting, reporting and automatic bookkeeping, along with scheduling of various court activities. At the time the system was implemented, it was state of the art technology; however, business and technology needs have evolved considerably and the ability to integrate with newer innovative applications is needed.

## 2. Objective

The City seeks a modern case management system that enhances Atlanta Municipal Court the ability to share and leverage data, improve efficiency at the courts and provide efficiencies to the public and organizations that interact with the courts. A new system will provide the following organizational benefits:

- Reduce errors, omissions and duplication
- Enhance security using hierarchical workflows
- Improve the court's collection rate and overall revenue
- Improve data integrity by developing processes to review data in case management system to ensure information completeness and accuracy
- Establish meaningful disposition codes to better track case outcomes
- Enhance administrative analysis and reporting

## 3. Proponent Requirements

### 3.1. Proponent Qualifications:

In order to be considered qualified to submit a response to this Request for proposal proponent must include the following information in responding to this RFP in the following order. Please indicate each section with table of content and tab:

- Size of the company listing
- Number of years in business providing similar applications
- Number of support personnel in the company
- Frequency of software updates
- A client contact list/reference list containing 1) name 2) telephone numbers 3) email address 4) brief description of system implementation and go-live date for at least five (5) current and/or previous implementations of similar scope. Clients comparable to the City and with similar configurations are preferable.
- Names and resumes of the proponent's leadership and implementation teams, including technical and functional support responsible for the actual implementation of this software. Resumes and contact information for subcontractors to be used, if any, must also be provided.



Each proponent team member must demonstrate experience in court installation, including Public Defender and Prosecutor modules, eCitation and electronic interfaces with Court auxiliary entities (e.g. law enforcement, corrections, city finance, etc.), in jurisdictions with annual court case filings in excess of 100k cases per year for the last five (5) years. **Note:** If selected for on-site demonstrations, the implementation team members are required participants in the on-site presentation of the software.

- The selected proponent must provide a sample software license agreement, maintenance agreement, warranty terms and license fee with proposal.

### **Conduct**

The selected proponent shall be responsible for the conduct of all installation personnel while on City of Atlanta's property. All personnel will obey all rules and regulations supplied by the City of Atlanta. Especially, NO SMOKING will be allowed inside any of the City of Atlanta facilities. Proponents are required to remove, from the work site, anyone who ignores or violates the regulations. Failure to do so, at the direction of the COA will constitute grounds for contract default termination.

### **Coordination of Work**

A designated Project Manager will resolve any installation/schedule questions that arise during the performance of this work, and it will be his/her responsibility to contact the appropriate City of Atlanta authorities.

## **3.2. System Requirements**

The selected Proponent will be required to submit system requirements for each of the following categories using the supplied format below.

### **3.2.1. Server Environment**

Mainframe Server Environment	Hardware	Standards
Server	Enterprise Server	
Printer	Impact	
	Checks	
	Cut Sheet	
Storage		
Tape Drive	Magnetic Tape	
	Software	
	Backup	
	Change Control	
	Databases	
	Languages	
	Middleware	
	Operating System	
	Security	

Client Server Environment	Hardware	Standards
Midrange and Departmental Servers		
Storage	Storage Attached Network	
	Tape Drive	
	Software	
	Antivirus	
	Backup	
	Databases (RDBMS)	
	Geographical Information Systems (GIS)	
	Messaging	
	Security	
Web Environment	Web Server	
	Development Environment	
	Applications - Help Desk	
	Imaging System	

### 3.2.2. Network Environment

Network	Hardware	Standards
	Cabling Infrastructure	
	Hubs	
	Management Software	
	Routers	
	Switches	
	Network Card	
	Software	
	Application Management	
	Ethernet	
	Operating System	
	Security	
WANS	Application Management	
	Emulation Software	
	Ethernet	
	Security	
	Virus Protection	

**3.2.3. Workstations and Peripherals**

Workstations	Hardware	Standard
	Processor	
	Hard Drive	
	Memory	
	Network Card	
	CD-ROM drive	
	Software	
	Operating System	
Peripherals	Hardware	
	Scanner	
	Printer	
	Signature Pad	
	Label Printer	

**3.2.4. Telecommunications**

Telecommunications	Equipment	Standards
	PBX	
	Cable	
	Cellular Phones	
	Elevator Phones	
	Key Systems	
	Pay Phones	
	Headsets	
	Interactive Voice Response	
Cable TV	Cabling	
Jacks	Voice	
	Data	
Pagers	Local	
	National	
	2 way	
	Services	
Telephone	Local	
	Long Distance Services	
	Circuits	
	Cellular Services	
Cable TV	Cablevision	
Pagers	Analog	
	Digital	
	2 Way Pager	

### 3.3. Performance Requirements

#### Workstations:

- Must be capable for supporting 200 concurrent logins and have the capacity to increase the number of concurrent logins.

## 4. Project Cost

The selected Proponent will be required to submit travel expenses that use Federal Per Diem rates for zip code 30303.

### 4.1. Payment Terms

#### 4.1.1. Payment Terms

Payment terms will be discussed after a proponent has been selected.

#### 4.1.2. Warranty

The selected proponent must be willing to provide the terms of the warranty on the Case Management System and operability to perform and maintain project scope.

#### 4.1.3. Ongoing Support Services

The selected proponent shall be available for support services Monday through Friday, 7 A.M. to 7 P.M. E. S.T, except for City of Atlanta observed holidays, which may be revised from time to time.

The selected proponent response time should be within one (1) hours of receipt of the initial support request, unless the proponent notifies the City within the one (1) hour period that it will not be able to provide a resolution within such period of the initial support request, in which the proponent shall provide a resolution as soon as reasonably possible.

Support shall include but is not limited to free software upgrades, patches, scripts and any other form of support to resolve the support request. Each submitting proponent is required to provide documentation that presents an overview of its support services organization and its ability to provide post project delivery of any adds, moves, and changes.

The following items should also be included in that documentation:

- Hours for response
- Hourly labor rates, on and off hours
- Any additional related fees and/or service plans
- Detailed materials cost breakdown
- Time frame that the above mention prices are guaranteed for, if any

## **5. Project Management Approach**

The selected proponent will be managed using the following Project Life Cycle Management methodology:

### **5.1. Project Manager**

The selected proponent selected shall provide and maintain a project manager in the greater Atlanta area to be the primary point of contact for the duration of the project and will be responsible for the ongoing support and maintenance. Any change to the Project Manager must first be approved by DIT PMO Department.

### **5.2. Project Team**

The selected Proponent must include with their submitted proposal a detailed listing of the project team members and their experience, qualifications, proposed project roles and responsibilities.

Sub-contractors will be required to provide two verifiable customer references with similar environment to Atlanta Municipal Court. The primary contractor is responsible for providing complete reference information for any and all subcontractors' work.

The primary contractor shall be responsible for the timely delivery of all services to be provided in response to this proposal, regardless of subcontracted work.

The primary contractor shall be responsible to identifying and hold CoA Municipal Court harmless from any claims, expenses, costs or charges of any kind what so ever brought or made by any subcontractor arising either directly or indirectly as a result of the contract(s) between CoA and the primary contractor.

### **5.3. Project Schedule**

The selected proponent shall provide and maintain a project schedule throughout the life of the project. Monthly updates of the schedule must be submitted to the DIT Project Manager by the 3<sup>rd</sup> of the month.

### **5.4. Status Report**

The selected proponent's chosen project manager shall provide the DIT Project Manager a weekly written (email) status report/update. The project manager shall respond to any follow up email correspondence concerning the status report within three (3) business days.

### **5.5. Work Schedule & Hours**

The schedule of implementation shall be coordinated with the DIT Project Manager's overall work schedule. The time line to substantial completion shall be published and updated periodically by the Project Manager. Project must be completed in a timely manner, as dictated by the implementation schedule.

# **Exhibit A.1**

## **Cost Proposal**

## Exhibit A.1 - Cost Proposal

### FC-7964, Case Management Improvement

Please state the Total Fixed Rate per hour in the chart below. This fixed rate per hour shall include all business expenses (e.g., personnel, administrative, training, quality control, travel expenses, etc.) that will be assumed by the Proponent for performing all services prescribed in the Scope of Services and any subsequent contract documents. As it relates specifically to the assumed fees associated with travel expenses, the Proponent must consider travel expenses utilizing the Federal Per Diem rate for zip code 30303. Please note, the City shall not accept any deviations of the cost proposal form.

**Additionally, provide a detailed narrative for the *proposed hourly rates* to the City. Submit a detailed justification for your cost rationale, to provide the City with a clear summary of your intentions for future services rendered on behalf of the City.**

Description	# of Resources	Planning		Analysis & Design		Construction		Implementation	
		Hourly Rate (\$)	Total Cost (\$)	Hourly Rate (\$)	Total Cost (\$)	Hourly Rate (\$)	Total Cost (\$)	Hourly Rate (\$)	Total Cost (\$)
Professional Services									
Project Manager									
Functional Analyst									
Technical Analyst									
Training Specialist									
Database Administrator									
Subtotal									
Software									
License Fees									
Ongoing Support and Maintenance									
							Subtotal		
Hardware									
Hosted Application									
Non-hosted Application									
							Subtotal		
							TOTAL		

**Yes, I agree to honor the above-referenced Fixed Rates on Page 1 of 2:**

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant**  
**Secretary (Seal)**  
**Date:** \_\_\_\_\_

**OR**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**  
**My Commission Expires:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



## **Exhibit B**

### **Definitions**

## **DEFINITIONS**

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

**Exhibit C**  
**Authorizing Legislation**

(To Be Inserted in Final Agreement)

# **Exhibit D**

## **City Security Policies**

**Office of Enterprise and Assets Management Security Policy**



**CITY OF ATLANTA  
OFFICE OF FACILITIES MANAGEMENT  
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY  
CONTRACTORS' MANUAL**



# **CITY OF ATLANTA**



## **OFFICE OF FACILITIES MANAGEMENT**

### **ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY**

## **CONTRACTORS' MANUAL**

***Safety comes before all else –  
"ZERO ACCIDENTS"***



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## **1.0 INTRODUCTION**

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

## **2.0 WHAT IS A HAZZARD**

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

## **3.0 WHAT IS A RISK**

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

### **3.1 WHAT IS A RISK ASSESSMENT**

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

### **3.2 WHAT IS RISK MANAGEMENT**

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

### **3.3 CONTRACTOR'S BASIC RESPONSIBILITY**

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- \* Ensure the health and safety of the employees and public;
- \* Avoid risking the safety and health of any other person;
- \* Assist new site personnel in recognizing job hazards and following necessary procedures;
- \* Ensure their work site is safe for themselves and others;

- \* Practice good site housekeeping to minimize risk of avoidable accidents;
- \* **Identify OEAM before starting any work:**
- \* Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- \* Immediately take effective action to eliminate any safety hazard.

### 3.4 **WAIVERS**

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

## 4.0 **GENERAL**

### 4.1 **HAND PROTECTION**

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

### 4.2 **HAIR PROTECTION**

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

### 4.3 **SAFETY SHOES**

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

### 4.4 **HEARING PROTECTION**

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

### 4.5 **EYE PROTECTION**

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

#### **4.6 RESPIRATORY PROTECTION**

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

#### **4.7 ALCOHOL AND OTHER DRUGS**

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

#### **4.8 BEHAVIOR ON SITE**

##### **HARASSMENT & INAPPROPRIATE LANGUAGE**

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

#### **4.9 FIRST AID AND MEDICAL EMERGENCIES**

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

#### **4.10 EVACUATIONS**

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

#### 4.11 **ACCIDENT & INJURY REPORTING**

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

#### 4.12 **FIRE & SAFETY PROCEDURES**

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

#### 4.13 **ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS**

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

#### 4.14 **SMOKING POLICY**

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

#### 4.15 **CERTIFICATED PERSONNEL**

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

#### 4.16 **LICENSES**

Copies of ***current and valid licenses and permits*** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

#### 4.17 **CORRECTIVE ACTION**

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

#### 4.18 **VEHICLE SITE REQUIREMENTS**

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

#### 4.19 **VEHICLE SITE OPERATION**

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- \* All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- \* Contractor employees must have a valid driver's license; and
- \* Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

#### 4.20 **NOTICES AND SIGNS**

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

#### 4.21 **HOUSEKEEPING**

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

## **5.0 SECURITY REQUIREMENTS**

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

### **5.1 IDENTIFICATION**

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

### **5.2 INSPECTION POLICY**

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

### **5.3 TERMINATION OF WORK ASSIGNMENTS**

**Upon termination of the Contractor's assignment:**

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

### **5.4 EMPLOYEE TERMINATION**

The contractor will not conduct employee terminations on City of Atlanta premises.

### **5.5 REASSIGNMENT OF WORKERS**

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

### **5.6 SECURITY REPORTING**

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- \*Harassment of any kind;
- \*Theft, damage, or misuse of COA property;
- \*Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- \*Criminal activities;
- \*Being under the influence of alcohol or drugs while on City property;

- \*Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- \*Unauthorized access into restricted areas;
- \*Violation of any City policies or codes;
- \*Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

## 6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

### 6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

### 6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

### 6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

### 6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

#### Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

#### 6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.



The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

#### 6.4.2 **SPILL RESPONSE**

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

**Step 1- Contain the Spill**

- \*Prevent further spillage
- \*Contain what is spill
- \*Follow MSDS (Material Safety Data Sheet) information
- \*Block stormwater drain inlet

**Step 2- Report the Spill**

- \*If it is a large or dangerous spill immediately notify OEAM.

**Step 3- Clean up**

- \*Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- \*Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- \*Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

#### 6.5 **PEST CONTROL**

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

#### 6.6 **HAZARDOUS WASTE MANAGEMENT**

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

## **6.7 REPORTING CHEMICAL SPILLS**

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- \*Description of the spill and estimated quantity spilled;
- \*Date and time of the spill;
- \*Copy of MSDS for material spilled; and
- \*Steps taken to reduce, eliminate, and prevent recurrence of the spill.

## **6.8 HAZARDOUS CHEMICAL TRANSPORTATION**

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

## **6.9 HAZARDOUS COMMUNICATION (HAZCOM)**

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

## **7.0 ENVIRONMENTAL REQUIREMENTS**

### **7.1 ASBESTOS CONTAINING MATERIALS**

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- \*The Contractors' shall have an Asbestos and Demolition License available;
- \*The Contractors' shall not break or crush asbestos sheeting;
- \*The Contractors' must use water spray to minimize asbestos dust;
- \*The Contractors' employees must wear a respirator as necessary;
- \*The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- \*The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- \*The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

## **7.2 EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:**

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

## **7.3 REMOVING OR DISTURBING ASBESTOS**

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

### **7.3.1 SIGNS AND LABELS**

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

### **7.3.2 TRAINING AND CERTIFICATIONS**

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

## **7.4 LEAD**

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

## **7.5 MOLD REMEDIATION**

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;  
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible;  
Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and  
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

## 7.6 REFRIGERANT GASES (CFCs)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

## 7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

#### **7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS**

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

#### **7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST**

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

#### **7.10 INDOOR AIR QUALITY**

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

#### **7.11 WATER POLLUTION**

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

#### **7.12 EROSION AND SEDIMENT CONTROL**

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

#### **7.13 STORM WATER SYSTEMS**

Prior to starting any project the contractor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

#### 7.14 **CONTAMINATED SOILS**

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

#### 7.15 **DECONTAMINATION**

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

#### 7.16 **REGULATIONS**

**Clean Air Act** regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

**Clean Water Act** regulates the discharge of waste to receiving.

**Resource Conservation and Recovery Act (RCRA)** regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

**Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)** regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

**Superfund Amendment and Reauthorization Act (SARA Title III)** regulates emergency response plans, right to know issues, and chemical release reporting.

**Occupational Safety and Health Act (OSHA)** regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

**Toxic Substances Control Act (TSCA)** regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

**Hazardous Materials Transportation Act** regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

**Safe Drinking Water Act** enforces quality procedures for drinking water.

## 8.0 SAFETY REQUIREMENTS

### 8.1 SAFE PERFORMANCE SELF-ASSESSMENT

#### **ASSESS THE RISK;**

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

#### **ANALYZE HOW TO REDUCE THE RISK**

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

#### **ACT TO ENSURE SAFE OPERATIONS**

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

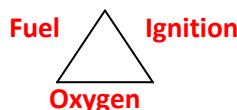
### 8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

### 8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all “no smoking” signs; do not obstruct exit doors, stairs or walkways.

#### 8.4 FIRE TRIANGLE



**Fuel** can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

**Ignition** may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

**Oxygen** is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

#### 8.5 FIRE CLASSES

**Class A** fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

**Class B**-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

**Class C**-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

**Class D**-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

**Class K**-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

#### 8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;



- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

## 8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

## 8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

## 8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

### ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- \*Electrical
- \*Hydraulic
- \*Pneumatic
- \*Chemical
- \*Thermal

## 8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

### For your own protection:

- Isolate **all** equipment, switches and controls required to ensure your work-site is safe.]

- Place **your** tag(s) on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.**
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

#### **Change 'Danger' Tags to 'Out of Service' Tags:**

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

### **8.12 PROTECTIVE BARRIERS**

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

### **8.13 EXCAVATION & TRENCHING**

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

### **8.14 ELECTRICAL SAFETY**

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

### **8.15 LADDERS**

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

#### **8.16 FALL PROTECTION**

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

#### **8.17 FORKLIFT OPERATION**

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

#### **8.18 SAFE MOBILE CRANE OPERATION**

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

#### 8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

#### 8.20 **OVERHEAD WORK**

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

#### 8.21 **LASERS AND RADIATION SAFETY**

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

#### 8.23 **POWDER ACTUATED TOOLS**

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

## 8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

## 8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

## 8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

## 8.27 BANNED AND RESTRICTED CHEMICALS

### Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

### ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	$\text{CFCl}_3$	75-69-4
CFC-12	Dichlorodifluoromethane	$\text{CCl}_2\text{F}_2$	75-71-8
CFC-13	Chlorodifluoromethane	$\text{CF}_3\text{Cl}$	75-72-9
CFC-111	Pentachlorofluoroethane	$\text{C}_2\text{FCl}_3$	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$\text{C}_2\text{F}_2\text{Cl}_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$\text{CCl}_2\text{F}-\text{CClF}_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$\text{CF}_2\text{Cl}-\text{CClF}_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$\text{CClF}_2-\text{CF}_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C <sub>3</sub> Cl <sub>7</sub> F	422-78-6
CFC-212	Hexachlorodifluoropropane	C <sub>3</sub> F <sub>2</sub> Cl <sub>6</sub>	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C <sub>3</sub> F <sub>3</sub> Cl <sub>5</sub>	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C <sub>3</sub> F <sub>4</sub> Cl <sub>4</sub>	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C <sub>3</sub> F <sub>5</sub> Cl <sub>3</sub>	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C <sub>3</sub> F <sub>6</sub> Cl <sub>2</sub>	42560-98-5
CFC-217	Heptafluoropropyl chloride	C <sub>3</sub> F <sub>7</sub> Cl	422-86-6

Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress

### Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF <sub>2</sub>	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF <sub>3</sub>	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C <sub>2</sub> Br <sub>2</sub> F <sub>4</sub>	25497-30-7

These chemicals are currently permitted for use in fire extinguishers but will be phased out.

### Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

### Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

### RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH <sub>2</sub> Cl <sub>2</sub>	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl <sub>3</sub>	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl <sub>4</sub>	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C <sub>2</sub> HCl <sub>3</sub>	79-01-6	Lead Compounds	-	-
1,1,1-Trichlorethane	C <sub>2</sub> H <sub>3</sub> Cl <sub>3</sub>	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C <sub>2</sub> Cl <sub>4</sub>	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C <sub>4</sub> H <sub>8</sub> O	78-93-3			
Benzene	C <sub>6</sub> H <sub>6</sub>	71-43-2			
Methyl Isobutyl Ketone	C <sub>6</sub> H <sub>12</sub> O	108-10-1			
Toluene	C <sub>7</sub> H <sub>8</sub>	108-88-3			

**\*NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

## 8.28 ACRONYMS

**CFS's-** Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

**MSDS-** Material Safety Data Sheets

**OSHA-**Occupational Safety and Health Act

**ACBM-**Asbestos Containing Building Material

**PCBM-**Potential Asbestos Containing Building Material

**HCFC-** Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

**EPA-**Environmental Protection Agency

**SWPP-**Storm Water Pollution Plan

**NOI-**Notice of Intent

**PCB-**Polychlorinated biphenyl

**GFI-**Ground Fault Interrupters

**CFR-**Code of Federal Regulations

## CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:





**City of Atlanta**  
**Office of Enterprise Assets Management**  
**CONTRACTOR CHECK LIST**

The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:	
Work Site(s)	
and Location(s):	
Applicable Date(s):	
Contractor's Name:	
Contractor's Representative:	
24-hour phone number:	

<b>Action Required</b>	<input checked="checked" type="checkbox"/>
<b>Safety Orientation with EHSS Required?</b> If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Asbestos review required?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Lead materials review required?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Will the work require entry into a permit-required confined space?</b> <ul style="list-style-type: none"> <li>If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter.</li> <li>If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)?</li> <li>If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.</li> </ul>	

<p><b>Hazard Communication:</b> Provide the following to the contractor:</p> <ul style="list-style-type: none"> <li>• Information on precautions and safety procedures that must be followed in the work area.</li> <li>• Access to MSDS for hazardous chemicals located in the work area.</li> <li>• Information regarding the labeling system used in the work area.</li> <li>• Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials.</li> </ul> <p>Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval.</p> <p>The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will work be conducted on the roof of a building where fume hood exhausts are located?</b></p> <ul style="list-style-type: none"> <li>• If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will work by the contractor involve electrical or mechanical systems?</b></p> <ul style="list-style-type: none"> <li>• If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p><b>Will Hot Work Permits be required during the Contractor's work?</b> If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Exhibit E**  
**Dispute Resolution Procedures**

## **DISPUTE RESOLUTION PROCEDURES**

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**Appendix A**  
**Office of Contract Compliance Requirements**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[Lscott@atlantaga.gov](mailto:Lscott@atlantaga.gov)

February 20, 2015

**RE: Project No.: FC-7964, Case Management Improvements**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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**CITY OF ATLANTA**  
**EQUAL BUSINESS OPPORTUNITY**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.



### **Implementation of EBO Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

### **Determination of Non-discrimination During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

### **OCC Review of Bidder Submissions**

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

### **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling  
Interim Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3001**

**Equal Business Opportunity M/FBE Availability for this Project**

**Project No.: FC-7940, Case Management Improvements**

The EBO availability for the trade categories listed in this project are:

18.1% AABE's, APABE's, HABE's

and

8.3% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

### **Equal Business Opportunity Program Reminders**

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **EBO Ordinance.** The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal

**FORM EBO-1**



*List all subcontractors or suppliers (Majority & Minority Owned) that were contacted regarding this project*

FORM EBO-2 (Page 1 of 2)





# **EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN** **SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar (\$ Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE% \_\_\_\_\_  
Total FBE% \_\_\_\_\_

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise.  
APABE - Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: \_\_\_\_\_ Date: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_ Project Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**First Source Job Information**

Company Name: \_\_\_\_\_

FC No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## First Source Jobs Agreement

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

## **Appendix B**

### **Risk Management Requirements**

APPENDIX B  
**INSURANCE & BONDING REQUIREMENTS**  
FC-7964, Case Management Improvement

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

**No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.** Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant

in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management  
68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:



- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement\* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The following indicated extensions of coverage must be provided:

- ☒ All Risk Coverage
- ☒ Operational Testing Coverage included
- ☒ Loss Payee Endorsement

F. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

## **Appendix C**

### **General Conditions**

(Not Applicable)

## **Appendix D**

### **Special Conditions**

(Not Applicable)

## **Appendix E**

### **Additional Required Information and Submittals**

- **Functional Requirements**

## Requirements

The selected Proponent will provide CoA Department of Procurement with a quality proposal to implement a Case Management System based on the following functional requirements. The final scope of work will be determined during negotiation phase.

Please indicate next to each item if the Proponent meets or does not meet the requirement.

### Functional Requirements

#### Case Initiation and Indexing

#	Functional Requirements	Y	N	Notes
CII-1	System shall auto-populate defendant and case related data throughout the system to minimize redundancy or duplicate data entry.			
CII-2	System shall prevent the user from proceeding to the next screen without completing all required fields.			
CII-3	System shall create a unique identifier that's linked to a defendant's profile.			
CII-4	System shall provide the ability to separate linked cases.			
CII-5	System must verify that case is filed in the proper jurisdiction from an external source.			
CII-6	System shall generate a unique case number when citations are entered.  Note: Display an alert if the same number is used.			
CII-7	System shall provide the ability to identify co-defendants.			
CII-8	System shall automatically link co-defendants by using unique identifier and case numbers by event date, time or location.  Note: Admin only			
CII-9	System shall provide the ability to process HOV (i.e. GA State Police) and TVB (i.e. APD) cases.			
CII-10	System must accept multiple entries made by officers on same ticket.			

CII-11	System shall identify Pre-trial, bond copy, all types bond cases (i.e. commercial, self and OR (recognizance), cash, collateral, property, copy, include company field in jail in real-time			
CII-12	System shall provide the ability to determine if a defendant was released through pre-trial services within the last 12 months and display an alert when program expires.			
CII-13	System shall enable linking violations to allow users to add same charge on incident number and add additional charges.			
CII-14	System must provide ability to enter multiple citations related to a single case. Required fields should be pre-populated.			
CII-15	System shall display all violations for a defendant on a single inquiry screen with optional fields to include SS#, name and marital status etc.			
CII-16	System shall provide the ability to enter the initial charge at case initiation and modify a charge subsequently throughout the process.			
CII-17	System must ensure that the citation number and CICA are unique - must not accept duplicates and should provide an agency identifier.			
CII-18	System shall provide the ability to link all updates to a case, including closed case(s).			
CII-19	When defendant information is entered in CMS, the system shall display an alert if the defendant has a FTA, warrant(s) and provide a link to the case.			
CII-20	System shall automatically display cases (including date) that have a subpoena by the Solicitor.			
CII-21	System shall provide the ability to edit a citation during case initiation.			
CII-22	System must be able to consolidate all citations (previous and current) for a specific defendant.			
CII-23	System shall provide the ability to identify accident tickets during data entry.			
CII-24	System shall provide the ability to identify juvenile ticket during data entry.  Note: Use DOB to identify juvenile.			

CII-25	System shall provide the ability to identify parking, red light cameras, and false alarm, nuisance and collections cases as Civil cases.			
CII-26	System shall provide the ability to preliminarily identify cases for PTIT program based on minimum review.			
CII-27	System shall provide the ability to identify when an FTA is added to a defendant's case for a reportable offense.			
CII-28	For a FTA reportable offense, system shall display an alert showing the number of days remaining on the DDS alert.			
CII-29	System must ensure that posted (speed) is less than actual speed and code used should also be in sync with speed overage.			
CII-30	System must ensure that bond forfeiture hearings are processed with private bonding companies and not cash bonds.			
CII-31	System shall provide the ability to automatically generate multiple book wrong post cards indicating case has been reset for a future court date within a minimum of 10 business days prior to original court date.			
CII-32	System shall provide a section to capture witness and victim's information and relationships.			
CII-33	System must ensure that traffic citations only have a maximum of one charge per ticket.			
CII-34	System should ensure that criminal citations can only have a maximum of 3 charges per case.  NOTE: Only three (3) allowed unless the charging document is revised. Also, provide the ability to change if charging document is changed.			
CII-35	System must ensure that all citations have fines and costs added automatically by case type (i.e. criminal) and upon fine schedule.			
CII-36	System must ensure that non-payable offenses generate court dates upon initiation.			

CII-37	System must accept the following as non-payable offenses: a. Criminal charges b. DUI c. Reckless driving d. Accident cases e. Speeding > 34 f. Age < 21 (but not a juvenile) g. Suspended license h. No Tag or No Insurance i. No License j. Mandatory jail time and/or automatic license suspension			
CII-38	System shall not allow a court appearance without citations in CMS.			
CII-39	System shall provide the ability to enter disputes for the following: a. Parking citations b. False Alarm citations c. Red Light Camera citations			
CII-40	System should ensure that all traffic and criminal charges related to the same traffic incident can be linked together.			
CII-41	System should provide ability to indicate whether ticket has been reviewed by SO.			
CII-42	System must maintain case information on all defendants associated with a case, incident or offense.			
CII-43	System must display an alert if the defendant has previous and current citations.			
CII-44	System shall provide the ability to differentiate and display reportable and non-reportable offenses.			
CII-45	System shall provide SO the ability to enter (in Victim/Witness section) whether victim(s) of criminal & traffic accidents were taken to hospital.			
CII-46	System shall provide SO the ability to select the following: a. Citation includes property damage b. Valid insurance c. Victims/witnesses have been notified to appear in court for traffic & accident cases.  Note: This includes real-time updates throughout the process.			



CII-47	System must enable user to generate post card notification of programs for PTIT notifications.			
CII-48	System shall provide an alert if user attempts to enter more than 3 citations per ticket.			
CII-49	System shall allow state troopers (LEA) to process unlimited tickets.			
CII-50	System shall provide the ability to add defendant's information from copy of ticket for payable offenses			
CII-51	The software must allow users to assign and reassign cases to individuals and teams/divisions both manually and automatically, individually and in bulk.			
CII-52	The software must be able to define rules for case numbers and be able to include letters, numbers, and other symbols as part of the convention.			
CII-53	The software must be able to reopen previously closed cases retaining previous case closure and current reopening information.			
CII-54	The software must apply data entry formatting in applicable number fields (e.g., Phone number (xxx) xxx-xxxx, ext. xx, zip code xxxxx).			
CII-55	The software must fully support differential case management, where different case types have different timelines and time standards that as they expire or are completed prompt different results.			
CII-56	The software must be able to easily copy entire case information or selected information including charges, persons, documents, and events.			
CII-57	The system must provide a notes library that allows users to organize their own notes, including lists, sentences and paragraphs that can be one-click copied and pasted into a case note.			

## Scheduling

#	Functional Requirements	Y	N	Notes
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SCH-1	System shall provide the ability to build workflow capabilities based on established process rules based on a charge or case type.			
SCH-2	System shall provide the ability to assign a case by charge type or by courtroom based on citation.			
SCH-3	System shall provide the ability to automatically schedule cases evenly between courtrooms per business rules.			
SCH-4	System shall provide a list of Community Court programs and the assigned code associated to the program.			
SCH-5	System shall provide the ability to schedule multiple cases and defendants (in custody) on the same date and time. (I.e. group related cases).			
SCH-6	System shall not provide the ability to add unscheduled case(s) to a courtroom docket at check-in if the daily case limit has not been reached unless approved in writing by a Judge.			
SCH-7	System shall provide the ability to automatically generate a single or multiple subpoenas for APD officer(s), victim(s), witnesses, defendants, private attorneys and PD.			
SCH-8	System shall provide the ability to generate multiple subpoenas at the same time when same case involves multiple victims.			
SCH-9	System shall provide the ability to automatically send subpoenas to all zones. Subpoena shall include Judge name, date and time of trial, courtroom number and charges.			
SCH-10	System must enable defendants to view DUI videotape online with approved user name and password.			
SCH-11	System must also ensure that online DUI video has an expiration date and must prevent viewer from downloading.			
SCH-12	System must provide SO the ability to make entries in docket history.			
SCH-13	System must provide SO the ability to enter recommendations and view judges final decision / sentence.			

SCH-14	System should provide an alert for defendants with prior DUI arrests for DUI publishing. Also provide alerts for prior driving while license suspended, theft by shoplifting, I&L and various other charges.			
SCH-15	System must ensure that once a parking dispute docket is initiated, it starts a 7-day tickler for payment and a 180 day tickler for case to be sent to collections.			
SCH-16	System must ensure that penalties are added to parking disputes cases if defendant misses court date.			
SCH-17	System must assign the following parking penalties when court dates are missed for the following: 1) APD citations - 1 penalty fee 2) Park Atlanta citations - 2 penalty fees			
SCH-18	System must ensure that request for DUI continuance or rescheduling of new court date is only granted by Judge.			
SCH-19	System shall provide the ability to add a victim(s) and/or agency witness to a traffic (accident cases) and criminal citation.			
SCH-20	System must pre-populate victims and agency witness' information (names & addresses) on citations for subpoenas if available.			
SCH-21	System shall provide the ability to attach a video file (various formats) to a citation or a Court file.			
SCH-22	System shall provide the ability to track and link all charges to the correct defendants and incident.			
SCH-23	The system shall not allow the user to attach multiple violations to citation except when criminal charges. DUI maybe amended as needed with the same CICA number.  NOTE: System shall display charge reduction that results from a DUI violation.			
SCH-24	System shall ensure that linked cases have the following matched variables: incident #, agency, violation date etc.			
SCH-25	System should provide an alert for prior DUI arrests. Use CMS for data search.			
SCH-26	System shall automatically manage case scheduling.			

SCH-27	System shall display number of cases for each docket and display the remaining number of cases			
SCH-28	System shall allow users to set up tickler alerts for any case type that provides notification when certain timebound standards are approaching and/or have passed.  NOTE: Ticklers should have the capability to be assigned to an individual or group.			
SCH-29	System shall allow subpoenas, summons and notices of hearings to be automatically generated, recorded and printed at the time a case is scheduled. NOTE: System should allow documents to be generated and printed individually and in batch.			

### Document Creation and Tracking

#	Functional Requirements	Y	N	Notes
DCT-1	System should provide audit trail capability and should include detailed information.			
DCT-2	System shall retain and display all notes published by a user  NOTE: This includes notes revised by the initial user.			
DCT-3	If a defendants is currently in-custody, on bond or released on copy of charges, the system shall display charges in real time when defendant's information is entered via the interface with Corrections.			
DCT-4	System should provide separate docket entry tabs for department plus a main docket history comprising of combined entries. Docket should be viewable once published to main docket history.			
DCT-5	System shall display all history information for a defendant.			

DCT-6	System shall display an alert for FTAs, companion cases and outstanding warrants.			
DCT-7	System should automatically insert pre-trial and warrants case managers' names on system generated letter where applicable to avoid multiple entries.			
DCT-8	System shall provide the ability to auto populate Judges special conditions notes on the bond information/letter.			
DCT-9	System shall provide a delivery option for accusation letters (original and certified) to defendants. Should provide a checkbox or field for certified receipt #.			
DCT-10	System should provide editable templates (i.e. plea form) with appropriate rights.			
DCT-11	System shall provide a listing of all book wrong post cards for Criminal and Accidents cases to SO in real-time.			
DCT-12	System shall provide the ability to generate booked wrong post cards instead of letters for co-defendants, defendants, Victims and Witnesses.			
DCT-13	System shall provide the ability to generate and preview disposition letters prior to sending to any party.			
DCT-14	System must only accept Pleas in Absentia filed by non-represented defendants (Pro- se).  Note: Filed with Solicitor only.			
DCT-15	System must provide a "PIA Notice" check box in system when generating a PIA letter to defendants.			
DCT-16	System must automatically send and receive receipts and disposition letters to SO when pleas in absentia are closed.			
DCT-17	System shall notify SO when an Appeal from Clerk's office has been filed capture the date SO served and indicate date SO responded.			
DCT-18	System shall provide the ability to use the best match criteria (i.e. name, DOB of Driver's license) when searching for a defendant.			

DCT-19	System shall display the total number and listing of images associated with a specific case.			
DCT-20	System should provide the ability to prepare Court correction letters when there is an error or correction is needed on defendant's driving history.			
DCT-21	System shall automatically generate a 912 FTA form (clearance letter) if reportable fine or ticket has been paid (or satisfied their obligations with Court).			
DCT-22	System should automatically capture the date of subpoena or notice that was sent to the appropriate party. Include subpoena image in docket history.			
DCT-23	System should provide SO the ability to scan manual subpoenas. (Indicate the prepared date and add subpoena image to docket history.)			
DCT-24	System shall send subpoena and trial notifications 3 weeks advance of trial, grouped by courtrooms, and send to shared SO Courtroom folders. Content to include reminder to print ticket and police reports to determine the witnesses to be subpoenaed.			
DCT-25	System should provide notifications for the entire subpoena process (i.e. subpoenas issued, served, opened etc.).			
DCT-26	System should provide the ability to access listing of diversion programs (Restorative Justice, TLC, PTI, PTIT etc.) in a drop-down menu format.			
DCT-27	System must provide access to docket history and any event history.			
DCT-28	System shall track when a PD (investigator) work order request has been sent, received or read internally.			
DCT-29	System must provide a date field in docket history for user to enter receipt date for submitted discovery items.			
DCT-30	System shall provide the ability to identify types of motions filed (motions for discovery & other motions).			

DCT-31	System shall generate an alert when defendant attorney's serves SO with a motion.			
DCT-32	System shall provide the following fields in notes section when processing all cases: - victim contacted - victim response - victim supports - victim objects - victim neutral			
DCT-33	System shall provide SO the ability to create virtual folders/files for all defendants to include resets, listing of charges and copy of citation			
DCT-34	System should provide an Identify Theft section for notes (i.e.. Interviews) involving ID theft cases.			
DCT-35	System should provide an alert to if a defendant has an ID theft case.			
DCT-36	System shall provide AVA the ability to enter Victim/Witness information.			
DCT-37	System shall provide the ability to select multiple motions when filed (motions for discovery & other motions).			
DCT-38	System shall provide notifications to Warrant department when fines are paid for GCIC updates.			
DCT-39	System shall provide the ability to determine the age of a case.			
DCT-40	System shall provide an age of case notification (i.e. pop-up) with opt in or opt out capability.			
DCT-41	Upon login, system shall provide an email or notification that categorizes cases by the age of the case (i.e. 30 days, 60 days, 90 days, etc.) if the user has opted in for notifications.			
DCT-42	If a case is older than 30 days, the system shall display a pop-up. Subsequent pop-ups shall be displayed every 30 days after the initial pop-up			

DCT-43	<p>The software must allow the administrator to provide varying privileges relative to sealing and sealed information. Administrator should be able to designate personnel who can seal entire cases and particular documents, personnel who can see that sealed items exist without being able to access them, personnel who cannot see that sealed items exist, and personnel who can “unseal” sealed items. The seal feature must provide effective from and to dates.</p> <p>Note: Includes ability for Solicitor Office to provide record restrictions.</p>			
DCT-44	The software must allow users to highlight information and add notations on a document stored as a pdf.			
DCT-45	The software must provide a document moving and copying function that allows the court to move or copy files from the electronic case file of one case record to the electronic case file of another case record.			

## Calendaring

#	Functional Requirements	Y	N	Notes
CAL-1	System shall provide an alert if detainer warrants exist for in-custody defendants.			
CAL-2	<p>System shall not allow court dates to be scheduled for the following conditions:</p> <ul style="list-style-type: none"> <li>- weekends</li> <li>- holidays</li> <li>- Judges' vacation</li> <li>- ICJE</li> <li>- pre-set doctor appointment</li> <li>- other locked out days specified by a Judge.</li> </ul> <p>Note: Does not apply to jail cases.</p>			
CAL-3	System shall provide the Judge the ability to assign a defendant to a PD and assign or waive a PD fee in real-time.			
CAL-4	When a case is appointed to the PD, the system shall auto-populate PD specific intake form from the profile specifications list or allow the form to be scanned into system.			



CAL-5	System shall provide the ability to view a calendar that contains future court dates.			
CAL-6	System shall display the court calendar via a daily, weekly and monthly view.			
CAL-7	System shall provide the ability to filter the court calendar by the following: <ul style="list-style-type: none"> <li>- Judge</li> <li>- Solicitor</li> <li>- PD</li> <li>- TLC</li> <li>- TRA</li> <li>- NTR</li> <li>- In custody (jail)</li> <li>- Probation</li> <li>- Parking</li> <li>- Burglar Alarm</li> <li>- Private Attorney by Name</li> <li>- PTI</li> <li>- PTIT</li> <li>- Restorative Board</li> <li>- Community Court</li> </ul>			
CAL-8	System shall ensure that scheduled hearings/appointments are already in event history.			
CAL-9	System shall provide the ability to transfer case assignments to the PD office at the conclusion of each court session or in real time.  Notifications should be separated by Courtroom and central mailbox managed by admin staff.			
CAL-10	System shall display an alert when a subpoena is issued and capture the date of issue.			
CAL-11	System shall allow user to print a case docket for each pending or prior court session.			
CAL-12	System shall provide the ability to edit subpoenas and provide a note section.			
CAL-13	System should provide the ability to generate a receipt notification once a subpoena is delivered to an LEA.			
CAL-14	System should provide alerts for warrants before sire fascia's are issued.			

CAL-15	If defendant fails to comply, system shall automatically schedule a compliance court calendar.			
CAL-16	System shall cancel the existing court date if defendant has future court date and notify Solicitor Office if an accident or trial.			
CAL-17	System shall enable user to update the court case for corrections and docket case to indicate that a correction has been made to case.			
CAL-18	System should provide SO the ability to enter or edit any missing victim and witness information.			
CAL-19	System shall provide SO the ability to track the number of resets, durations and party who requested resets using the following guidelines: 1. Initial appearance 2. Reset for arraignment (2nd, 3rd, etc.) 3. Reset for plea 4. Reset for trial 5. Reset for status			
CAL-20	System should ensure that court appearance tracker tracks copy, reset, first appearance and in custody cases, etc.  Note: Cases can be tracked via multiple identifiers.			
CAL-21	System must ensure that once a false alarm docket is initiated, it starts a 14-day tickler for payment and a 180 day tickler for case to be sent to collections			
CAL-22	The software must allow individual and/or team calendars (depending on the person's role) to be shown on an individual's main "dashboard."			
CAL-23	The software should include an outbound integration to Court's choice of Microsoft Exchange or Gmail, or both. Events from an individual's CMS calendar should automatically be imported into his/her Outlook or Gmail calendar.			

CAL-24	The software must allow users to create and manage automatically re-occurring dockets. Users must be able to specify docket names, start and end dates, times, docket frequency, case types, event types, combinations and subsets of case/event types, and number of events in docket. The software should be able to display the docket calendar on a daily, weekly, or monthly basis, on a calendar view similar to Google Calendar or Microsoft Outlook. Users should be able to specify dockets as either active or inactive. Future events in inactive dockets should remain scheduled.			
CAL-25	When scheduling new events, the software should provide a drop-down calendar to enable users to easily view and choose the correct dates.			
CAL-26	System must provide the ability for the user or the party, at check-in, to capture the party or representative's next step intention (e.g.: guilty plea, nolo plea, discuss with solicitor, PTIT, bench or jury trial, etc.) for the purpose of streamlining courtroom management. These next step intentions must be configurable by case type and/or judge.			
CAL-27	System must allow users access and update calendar and schedule information from an at-a-glance format.			

## Hearing

#	Functional Requirements	Y	N	Notes
HRG-1	System shall provide the ability to determine the type of charge (i.e. Misdemeanor, ordinance, felony, etc.).			
HRG-2	System shall provide the ability to electronically file a Court form (i.e. Plea Absentia, request for new court date.).			
HRG-3	System shall provide the ability to check-in cases individually or in batches and sort cases by the check-in time.			
HRG-4	System shall provide the ability to amend a ticket and should display new code section and description of			

	charge and history.			
HRG-5	System shall provide the ability to scan and attach amended tickets to case file.			
HRG-6	System should provide the ability to schedule next case event to another date and generate notices (i.e. arraignments, judgment information). Emails should be sent automatically to respective attorneys, if available.			
HRG-7	In the courtroom, the system shall display a docket for all cases assigned to a single courtroom with ability to access detailed case and prior information.			
HRG-8	System shall provide the ability to have electronic signatures for amended changes based on user ID			
HRG-9	System shall provide the ability to check and display if defendant has ever participated in Court sponsored programs (e.g. TLC) or Solicitor sponsored program (e.g. PTIT) and the frequency.			
HRG-10	Solicitor shall have a PTIT identifier for cases referred to PTIT.			
HRG-11	System should provide ability to amend an image once ticket is amended. Amended tickets need to be reflected in real-time whether jail or copy citation.  NOTE: Security required to show solicitor that amended the image.			
HRG-12	System should ensure that SO has authorized charge to be amended and amended ticket should be automatically generated to serve the defendant.  Note: Charges can only be amended by Solicitor's Office.			
HRG-13	If charge is amended, the system shall display all fees, bonds, whether it requires a court appearance or is an arrestable charges etc. for the amended charge (i.e. no license vs. no license on person).			
HRG-14	System shall provide SO the ability to generate a trial/primary hearing report.			
HRG-15	System shall provide SO the ability to generate an Interview Form in CMS, restrict other from viewing form and allow SO the ability to edit information based on interview.			

HRG-16	System shall provide real-time updates to SO for cases that has been reset and provide SO the ability to subpoena all victims/witnesses.			
HRG-17	System shall provide SO/PD the ability to enter notes in Post Adjudicatory section during all cases.			
HRG-18	System shall provide an alert when a defendant is represented and the name of the attorney (PD, Private Counsel), Pro Se or Refused of Counsel. Identification should be a pop-up with a different color which remains with case throughout			
HRG-19	System must provide an alert for cases accepted into diversion and other programs (i.e. PTI/PTIT, TLC, Restorative).			
HRG-20	System shall provide the ability to display personal sentencing modules for each Judge.			

## Disposition

#	Functional Requirements	Y	N	Notes
DSP-1	System shall provide a Judge the ability to add a Note during sentencing. The notes on closed and open cases should be visible to Judges and case managers only.			
DSP-2	System shall provide an established range for a fine amount that's associated to a specific charge by case type (i.e. traffic, parking, code, etc.).  Note: Required fields will be based on case type.			
DSP-3	System shall provide the ability to identify the dispositions associated with a charge.			
DSP-4	System shall notify DDS (real-time) when changes or amendments are made to a ticket.			
DSP-5	System shall provide the ability to display all charges on all forms.			
DSP-6	System shall provide the ability to match FTA that has been issued to a specific charge.			
DSP-7	System shall provide the ability to allow electronic signatures for pleas, scire fascia's, NOLOs, warrants, bind overs and PTIT (signature pad).  Note: Additional security controls are needed.			
DSP-8	System shall provide SO the ability to add charges to			

	open cases.			
DSP-9	System should display Notes section for user to enter defendant's comments. (i.e. reason defendants didn't qualify for recognizance bond.).			
DSP-10	System should provide Judges the ability to review motions (documents) during discovery process.			
DSP-11	System should clearly display the following for dispositions: - date of disposition - # of days to be served - fine amounts - time served - community service - 1 disposition per charge - time suspended			
DSP-12	System shall provide the ability to identify a case that has been assigned to CC and track the following required fields: Probation/Conditions, Diverted, Alternative sentencing guidelines and Fines.			
DSP-13	System should provide the ability to add a charge and update the ticket number.			
DSP-14	System shall display the type of community service assigned to a defendant.			
DSP-15	System shall allow a separate disposition for each violation.			
DSP-16	System must ensure all fields are completed in the Disposition section prior to closing a case			
DSP-17	System must ensure all required fields are completed (i.e. jurisdiction, contact number, etc.) for bound over cases			
DSP-18	System shall provide the ability to indicate reportable and non-reportable DDS offenses in defendants file.			
DSP-19	System should provide a quick and seamless bind over process.			
DSP-20	System shall identify defendants eligible for TLC and Restorative Board to appear in Community Court and visible for CC users.  Note: Provide ability to identify referring party.			

DSP-21	System should provide the ability to indicate which defendants are accepted and rejected by PTIT program with appropriate security levels.  Note: Limited to SO personnel only.			
DSP-22	System shall provide the ability to select all reportable charges when adding a FTA withdrawal code to a defendant's case.			
DSP-23	System must provide an indicator when a charge has been amended and display the new code section and description.			
DSP-24	System shall provide a recommendation field.			
DSP-25	System shall provide ability to scan amended citations before proceeding with a case. Should be a required field for an amended (eCitation) citation.			
DSP-26	System should provide the ability to electronically file the entire case history for a bind over, including amendments and disposition of all violations and amendments.			
DSP-27	System should display graduated fines with an interface hyperlink to (i.e.Municode) for quick access and information.			
DSP-28	System should display an alert when a FTA warrant is added to a case and warrant must be cleared prior to case being closed.			
DSP-29	System shall only allow SO staff the ability to refer PTIT cases. SO staff name shall be included on the case.			
DSP-30	System shall provide SO staff the ability to select a diversion program (Restorative Board, TLC, PTI) and automatically generate a referral letter with referring SO name.			
DSP-31	System should ensure that Bind over forms is only generated by authorized user.			
DSP-32	System should provide an alert & notification to applicable department when fines are not paid by a specified time.			

DSP-33	System shall provide Warrant department the ability to generate warrants when defendants fail to abide (pay fines).			
DSP-34	System shall provide CC staff the ability to show requirements are satisfied/completed and forward community court information to CMS			
DSP-35	System should provide Judges the ability to update case and produce completion of requirements document once requirements have been completed successfully.			
DSP-36	System shall provide the ability to add a note or comment specifically for a warrant.			
DSP-37	System shall provide SO the ability to print or email recommendations to private counsel directly from CMS.			
DSP-38	System shall provide the ability to determine the minimum criteria used to identify cases eligible for DUI program.			

### Post Disposition Compliance and Execution

#	Functional Requirements	Y	N	Notes
PDC-1	System shall provide the ability to differentiate between probation, FTA warrants and failure to pay.			
PDC-2	System shall provide the ability to select an alternative sentence that was ordered by the Judge.			
PDC-3	When a query is performed, the system should alert the user if a defendant has ever been referred to alternative programs: Comm. Court, TLC, PTI, Restorative Board, PTIT.			
PDC-4	System shall provide the ability to track a defendant's compliance to the program requirements that was ordered by the Judge.			
PDC-5	System shall provide the ability for a Judge to modify a sentence post sentencing (i.e. Probation Revocation hearing, Community Court).  Note: Convert fine balance to community service on a post sentence date.			



PDC-6	System shall provide the ability to apply alternate forms of sentencing (i.e. community court, jail time, etc.)			
PDC-7	System shall provide the ability to notify LEA when a warrant is served.			
PDC-8	If a defendant misses his/her court date and the defendant is on bond, the system shall generate a warrant, scire facias and automatically notify the bond company, etc.			
PDC-9	System shall display a case that has a FTA.			
PDC-10	System shall not allow a user to add a FTA after a case has been adjudicated/closed.			
PDC-11	System shall provide the ability to select multiple warrants to create a batch that can be processed at the same time.			
PDC-12	System shall automatically cancel a warrant for the following conditions: - case has been adjudicated, including probation - fine has been paid in full			
PDC-13	System must provide ability to simplify warrant process with electronic signature, interface, etc.			
PDC-14	System shall automatically send a notification to PD and SO when a petition to revoke probation is file and notice of hearing.			
PDC-15	System should provide alerts once the 28 days countdown begins and ends for reportable offenses and subsequently 912 form generations			
PDC-16	System shall provide an alert if a case/FTA has not been satisfied in 28 days.  NOTE: After the 28 days the defendant's license goes into suspension and they will have to hand deliver the 912. If the case is satisfied before the 28 days we do it electronically as the defendant's license is in "pending" suspension status.			
PDC-17	System shall provide an indicator when the SO has been served with an Appeal.			
PDC-18	System shall provide an alert when a Court sponsored program (i.e. PTIT) is completed.			
PDC-19	System shall not allow a user to close a PTIT case until all requirements (i.e. documents provided and fines are paid) are completed			

PDC-20	System shall provide SO the ability to enter notes in Compliance section during DUI Compliance hearing.			
PDC-21	System should provide the ability to generate primary post-sentencing monitoring and modifications Judges - track recidivism.			
PDC-22	System shall allow a Judge to keep a case open after all fines, etc. are paid for monitoring if that is part of the sentence.			
PDC-23	System shall not allow a warrant to be issued for the following conditions - snow days - power loss - courthouse closure, etc.			

## Accounting

#	Functional Requirements	Y	N	Notes
ACC-1	System shall automatically calculate surcharges for a ticket based on the date of the ticket.			
ACC-2	The system will allow fees, costs, or fines to be changed when payments are entered. Note: Updates should be reflected in real-time.			
ACC-3	System shall allow full and waived payments (suspended fines).			
ACC-4	System shall provide the ability to track fines and payments (i.e. dismissed, suspended).			
ACC-5	System shall not allow a user to add a fine to a closed case.			
ACC-6	System shall provide defendants older than 21 the ability to pay HOV and TVB tickets online.  Note: Defendants 21 and accident cases must come to court.			
ACC-7	System shall not accept an online payment from a defendant under 21.			
ACC-8	System shall not accept an online payment for an unpayable offense.  NOTE: If ticket has any unpayable offenses, defendant must come to court for all offenses.			

ACC-9	When a warrant is issued, the system shall validate that FTA fees are associated to the case.			
ACC-10	System should ensure that FTA bond amount appears on generated warrants.			
ACC-11	If a warrant is generated for a private bond case, the scire facias should include the bond amount, bond date and warrant date.			
ACC-12	System shall automatically calculate change for a customer.			
ACC-13	When a defendant is sentenced to a fine or time, the system shall automatically suspend the jail time when a payment is completed or suspend the fine when the jail time is served.  NOTE: The case shall be closed when either requirement is satisfied.			
ACC-14	System shall allow multiple payments with the same case number  NOTE: Traffic/Civil - multiple variables (i.e.. ticket #, date of issuance) are required.			
ACC-15	System shall provide the ability to accept a payment via a credit card / debit card.			
ACC-16	System shall provide PD the ability to see payments made by a PD defendant.			
ACC-17	System shall provide the ability to track and report recoupment and application fees.			
ACC-18	System shall provide users the ability to view PayPal and Wells Fargo processing fees in CMS.			
ACC-19	System shall not allow a payment to be placed in a pending hold state - system should apply payment  Note: Should only apply to settled payments			
ACC-20	System must provide ability for all epayment vendors to have the same settlement cut-off time.			
ACC-21	System shall provide the ability to automatically post epayment entries received during system downtime/outage.			
ACC-22	System shall provide the ability to automatically process all payments within the system to eliminate manual posting.			

ACC-23	System shall provide a specified range for a fine and bond for all codes in the system.			
ACC-24	After the first FTA is paid by a defendant and subsequent FTAs are added to a case, the system shall automatically assign a FTA fee and report fees and costs to DDS.			
ACC-25	System shall provide real-time updates from payments received via PayPal and IVR system.			
ACC-26	System must provide an interface that would allow jail bonds to be processed and route payments to Oracle			
ACC-27	System shall not allow CMS to accept payments for any case that includes non-payable charges until a disposition has been entered by a Judge.			
ACC-28	System shall adhere to Generally Accepted Accounting Practices as referenced by the Governmental Accounting Standards Board.			
ACC-29	System shall display all related financial transactions on case history as appropriate.			
ACC-30	System shall allow user-defined and maintained account structure.			
ACC-31	System must utilize user-maintainable tables for court costs and fees.			
ACC-32	System shall allow authorized user to override any data supplied by system; however, an explanation for the override shall be required. Note: System should also provide an audit trail of all override activities, at a minimum report shall identify user that authorized override, date, time, amount and justification.			
ACC-33	System shall allow authorized user to adjust receivables when required by court order and shall require a recording of the same.			
ACC-34	System shall apply correcting entries without changing or deleting previously recorded transactions			
ACC-35	System shall generate audit trail for all transactions identifying user, date and time and action performed.			
ACC-36	System shall provide for automatic receipting of electronically transferred funds.			
ACC-37	System shall maintain journal and, as appropriate, subsidiary ledger for each account.			

ACC-38	System shall produce trial balance and balance report for each account over specified date range, e.g., at end of month before posting to general ledger.			
ACC-39	System shall provide the ability to print system-wide daily (or on demand) receipts journal.			
ACC-40	System shall total and reconcile receipts for a specified period and calculate bank deposits.			
ACC-41	System shall identify existence of fee waivers or deferrals and process appropriately.			
ACC-42	System shall generate end-of-period reports and statements along with additional reports and statements as required by statute.			
ACC-43	System shall record and maintain front-counter bookkeeping information on receipts and disbursements.			
ACC-44	System shall report daily (or on demand) summary and detail as required for each cash drawer.			
ACC-45	System shall post case and person related receipts and disbursements to accounting records and docket or register of actions and associate with proper case or person.			
ACC-46	System shall process and record returned checks and voided payments.			
ACC-47	System shall provide for allocation of payments across multiple cases or parties.			
ACC-48	System must have the ability to calculate and assess "convenience fee" for costs incurred by customers using credit cards.			
ACC-49	System shall provide for interest calculation and recording.			
ACC-50	System must have the ability to establish and maintain multiple bank accounts and produce all related financial reports.			
ACC-51	System shall create, print, and disburse sequentially numbered checks, stop payments on checks, void checks, process outstanding checks, cleared reports, and recorded checks on check register.			
ACC-52	System shall provide for electronic disbursement and receipting of funds.			

ACC-53	System shall create, print, and disburse refund checks individually or cumulatively over a specific period of time; and record checks on check register.			
ACC-54	System shall provide information for disbursement of undistributed or unclaimed money (i.e. Unreturned checks for monies paid by court, update ledgers, and produce reports, i.e. for each check not cleared over specific period.			
ACC-55	System shall provide a search for other cases of the defendant's which have case balances before issuing a refund.			
ACC-56	System shall provide bank account reconciliation capability.			
ACC-57	System shall provide the ability to print and reprint bank deposit slips for specific banks and user specified date ranges.			
ACC-58	System shall apply payments in accordance with distribution schedule defined by system.			
ACC-59	System shall allow installment payments.			
ACC-60	System shall provide the ability to process overpayments and refunds.			
ACC-61	System shall provide the ability to create payment schedule, apply payments received to scheduled amount due, and produce reports on balance and/or overdue amounts.			
ACC-62	Automatically alert when scheduled payments are due.			
ACC-63	System shall provide the ability to produce all required financial reports separately for each court.			
ACC-64	System shall provide the ability for administrators to produce a wide variety of financial reports as needed.			
ACC-65	System shall provide functionality to establish and maintain draw-down accounts (Provides attorneys the ability to file cases and have the filing fees automatically withdrawn from a prepaid account).			
ACC-66	System must have the ability to use multiple tender types for a single receipt transaction.			
ACC-67	System must have the ability to accept credit card and debit card payments and integrate the approval process into the application (Please describe in detail how the system handles credit card payments, communicates with the clearinghouse, and what information is retained in the system's transaction records).			

ACC-68	System must have the ability to accept payments via the Internet (Please describe what requirements and restrictions apply to online payments, what forms of payment are accepted, how the system communicates with any clearinghouses, what information is retained in the system's transaction records, and what confirmation/receipt is provided to the payer)			
ACC-69	System must allow and account for partial payments and generate amount due notices and/or bench warrants			
ACC-70	System must be able to collect miscellaneous receipts that are not tied to a case, e.g., copy fees, pass-through payments.			
ACC-71	System must have the ability to create time-payment accounts that include the frequency of payments, amount, term, and the calculated due date and be able to assess custom defined late fees and interest.			
ACC-72	Upon receipt of filing fee, automatically update case information to reflect the payment, including fee paid, fee waived with reason.			
ACC-73	System must accept cash bond payments and process cash bond refunds			
ACC-74	System must have the ability to close automatically, upon receipt of full payment, non-appearance traffic cases and generate notice/record to DDS			
ACC-75	System must have the ability to calculate and track contempt fees on judgment amounts			
ACC-76	Post case related receipts to accounting records and case docket; associate receipts with account or case activity			
ACC-77	The application shall distribute payments by specified priority, on a pro rata basis, or a combination of both			
ACC-78	System shall apply refunds to fines and fees owed.			
ACC-79	System must have the ability to generate, post, and track disbursements at the case, person or party, and general ledger levels.			
ACC-80	System must support revenue distribution accounts in compliance with the accounting rules that are provided by reference on the Court Trax web site maintained by GSCCCA at <a href="http://www.courttrax.org/">http://www.courttrax.org/</a> .			
ACC-81	System must print all required federal tax forms.			
ACC-82	System shall provide the ability to print receipts from a wide variety of printers.			
ACC-83	System shall provide for receipting for multiple parties, multiple cases, and multiple payments.			
ACC-84	System shall receipt and distribute fees associated with parties that may or may not be case related and process appropriately.			

ACC-85	System shall prohibit modification of receipt number sequence, excepting initialization, and provide audit trail of receipt number usage.			
ACC-86	System shall produce a detailed receipt in multiple user-defined formats			
ACC-87	System shall provide the ability to generate sequential receipt numbers that are unique to each court location automatically			
ACC-88	System shall provide the ability to generate and print one or multiple receipts from a single transaction covering payment for multiple cases.			
ACC-89	System shall provide the ability to reprint a receipt with the same receipt number but identify the receipt copy as a duplicate.			
ACC-90	System must be able to provide a sequentially numbered receipt for bond that includes the case number or numbers, from whom received, for whose benefit, and to whom it should be returned.			
ACC-91	System shall provide a disclaimer for TVB cases that are paid online.  Note: Content will be created by Judges			

## Records Management

#	Functional Requirements	Y	N	Notes
REC-1	System must send an alert or notification to user when a document cannot be found.			
REC-2	System should provide the ability to see multiple citations for defendants on single inquiry screen.			
REC-3	System shall provide SO the ability to generate a NO ACTION Required letter when defendant requests a Record Restriction and defendant's file does not contain any criminal history.			
REC-4	When the SO receives a record restriction request, system shall provide the ability to execute an approval process and generate an approval or rejection letter based on the results.			
REC-5	System should provide SO the ability to restrict a defendants criminal history through the Computerized Criminal History (CCH) system.			

## Security

#	Functional Requirements	Y	N	Notes
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SEC-1	Court must have the ability to create additional security profiles beyond defaults that come with the system and control what functions or data an individual or group can view, edit, or otherwise access.			
SEC-2	System shall provide SO the ability to select standard requirements in the recommendation section for the following: 1. Post–adjudicatory plea 2. <b>Fee</b> accessed 3. Conditions of sentencing 4. DUI Risk Reduction programs 5. Drug & Alcohol Evaluations 6. 40 or more Hours of Community Service 7. Attend one of more MADD class 8. Random Screens 9. AA&NA Meetings 10. Jail (dependent on compliance hearing) 11. Other 12. Fine			
SEC-3	System shall be user role based to allow visibility to defendant's information in all departments. Note: Information should be accessible based on the user role.			
SEC-4	System shall provide SO the ability to add, edit or disable legal codes (i.e. Muncodes, state codes). Minimum data fields shall include code, description and notes  NOTE: Data shall be visible to all users.			
SEC-5	System shall allow designated user with administrative rights to edit the court calendar.			
SEC-6	System shall generate unique warrant numbers with lookup capability.			
SEC-7	System must ensure that all data entered by a user is secure and inaccessible to any user until published.			
SEC-8	System shall provide the ability to view deleted docket entries (based on user).			
SEC-9	System should enable users with proper authorization to delete specific docket entries; different users to have delete capabilities.			

SEC-10	System must allow the authorized Court staff to maintain codes for data tables (e.g. charge codes and descriptions).			
SEC-11	System shall allow user to use same violation code number for codes that replaced disabled code number.			
SEC-12	System must transfer all charges from old CMS system to new system; or old data should reflect at least 10 years.			
SEC-13	The system must allow authorized user to add, modify and maintain the templates without programmer assistance.			
SEC-14	System shall provide SO the ability to authorize, create, review and approve accusations in CMS.			
SEC-15	System must provide an "error report" option on main navigation which will allow users to select a specific function to correct an error received from DDS.			
SEC-16	System shall provide all users view access to code violation listing and SO with administrative rights to add, edit and deactivate ordinances and statutes.			
SEC-17	System must provide Judges the ability to review new statutes/ordinances, review and update with relevant information (bonds, fines, etc.) before accepting codes to be updated and published in CMS.			
SEC-18	System shall allow SO to deactivate single or multiple charges at the same time.			
SEC-19	System shall allow SO users to edit form templates for accusation and discovery.			
SEC-20	System must require the following fields when entering traffic citations: a. Complaint # / Citation # b. Date of birth c. Date of Offense d. Name of the Accused e. Charge and Code Section f. Location of incident g. Court Date and Time h. Officer's Name (or contact information) i. City & County			

SEC-21	System should ensure that the following fields are minimally required when entering criminal citations: a. Complaint # / Citation # b. Date of birth c. Name of the Defendant d. Date of Offense e. Charges and their Code Sections f Location of Offense g. Court Date and Time h. Officer's name (s) i. City & County			
SEC-22	System shall provide the ability to access and view a minimum of 10 years of open cases in CMS.			
SEC-23	System must maintain case information (history) on defendants with multiple cases (i.e. dismissals, previously closed cases that have been re-opened).			
SEC-24	If a warrant is served, the system shall capture and store information related to the warrant.			
SEC-25	System should allow SO & PD to merger files in docket history and to ensure that they are viewable with option to select what entry is to be merged into main docket history.			
SEC-26	System shall provide SO with a listing for resets outside of regular court date.			
SEC-27	System shall provide the ability to select a passenger when booking a case.			
SEC-28	System shall provide the ability to identify and display the following data: - suspended fines - dismissed FTA fees			
SEC-29	System shall provide the ability to identify and display waived PD fees.			
SEC-30	System shall provide role-based security configurable by authorized users			
SEC-31	System shall provide single login with user id and password.			
SEC-32	System shall provide the ability for passwords and other user-defined data to be transmitted and stored in an encrypted format.			
SEC-33	System shall display typed password characters as "*" on the login screen.			

SEC-34	System shall provide the ability for password policy to be configurable by authorized users including length, frequency of change, etc.			
SEC-35	System shall provide the ability to record failed login attempts including user id, date and time, location, MAC address or IP address.			
SEC-36	System shall provide the ability to lock a user's account after consecutive failed login attempts defined by the administrator and notify administrator regarding denied access.			
SEC-37	System shall provide authorized users the ability to configure session timeout.			
SEC-38	System shall provide strict security controls to prevent unauthorized use of the system and its data by limiting access to privileged application functionality, data records, and data elements where appropriate.			
SEC-39	System shall provide security at the field level and the ability to track changes or updates.			
SEC-40	System shall send an alert to Judge and CO staff when a new legal code is added to ensure necessary fines, fees, bonds, conditions are added by appropriate staff.  Note: Send notification to all staff when completed			
SEC-41	System shall set an expiration date for Judges' and CO staff to review new legal codes.  NOTE: If Judges input is not provided by expiration date, system shall provide override capability to add new code to CMS.			

## Reporting

#	Functional Requirements	Y	N	Notes
RPT-1	System shall provide a consolidated list of notifications generated at the end of each court session.			
RPT-2	System shall provide authorized users search capabilities to generate and track cases by demographics (i.e. age, sex, location, etc.)			
RPT-3	System shall provide the ability to generate statistical information (i.e. name, date of release, etc.) for a defendant.			
RPT-4	System shall enable user to automatically generate a spreadsheet that contains warrants.			

RPT-5	System shall provide the ability to track and report pre-fees amounts from web payment (PayPal) and IVR system.			
RPT-6	System should track restorative justice statistics (completed community service hours, how many are assigned to anger management classes, how many assigned to NA & AA classes, how many are being sent to substance abuse program, how many participate in shoplifting classes online and drug screens.			
RPT-7	The system should track recidivism rates with (4) mandatory fields - # of days, fine amounts, community service and disposition.			
RPT-8	System should track recidivism rates and enable user to generate reports for Community Court.			
RPT-9	System must have reporting capabilities with Oracle/ERP.			
RPT-10	System shall provide the ability to generate an "error report" which contains list of cases rejected by DDS.			
RPT-11	System shall provide the ability to generate daily report of LEA court appearance schedule as well as scheduled changes which affect officer's appearance in Court. (e.g. vacation, sick leave, military leave, etc.)			
RPT-12	System shall provide the ability to generate a 912 report (FTA form) by daily, weekly, monthly or annually.			
RPT-13	System shall provide the ability to generate and track rejected cases for data entry.			
RPT-14	System shall generate daily, weekly and monthly bind over reports by Courtroom for review.			
RPT-15	System shall provide the ability to generate quarterly reports for DUI publishing.			
RPT-16	System shall provide reporting capabilities for all Court business units within the Court.  NOTE: Reports will be identified during design phase.			

RPT-17	System shall provide conflict tracking for the following: - Have we represented this defendant before? - Has this defendant been a CO-defendant in another case before? - Has this defendant been a witness in another case before? - Has this defendant been a complainant in a case before? - Did PD represent the defendant of a case where the current defendant was the complainant			
RPT-18	When a case is appointed to the PD, the system shall display the following: - number of days the case has been disposed by case type - number of cases that show up in resets  Note: Generate a monthly report			
RPT-19	System shall generate a report of all charge history for a given defendant and case.  Frequency = monthly and as needed			
RPT-20	System shall provide the ability to generate an ad-hoc report.			
RPT-21	Generate report for number of total charges per defendant.  Frequency = monthly and as needed			
RPT-22	Generate report for number of total criminal cases.  Frequency = monthly and as needed			
RPT-23	Generate report which provides the following data -how many cases resulted in plea, trial or dismissal.  Frequency = monthly and as needed			
RPT-24	Generate report for number of dismissal since witness did not show in Court.			
RPT-25	Generate report for number of cases dismissed due to lack of evidence.			
RPT-26	Generate report of how many cases dismissed by Solicitor's prior to trial.			
RPT-27	Generate report total cases assigned to PD (#) and (%) by Open, Closed, & FTAs.			

RPT-28	Generate total number (#) of and percentage (%) of cases assigned to PD during any period of time.			
RPT-29	Generate report of total number of Cases on docket and assigned to PD.			
PRT-30	Generate total number (#) of and percentage (%) of cases assigned to PD Per Judge, Courtroom, Attorney, and Investigator during any period.			
RPT-31	Real-time reporting of cases assigned to PD that are open, closed or FTA as of the following: - present date - any period			
RPT-32	Generate real-time reporting of cases assigned to PD that are open, closed or FTA status by Judges, Courtroom, Attorneys or Investigators as of present date.			
RPT-33	System shall provide the ability to track how many times a defendant has had contact with Court to track recidivism. Include a unique identifier.			
RPT-34	System shall provide the ability to query number of times defendant has been charged with same charge (detail list available).			
RPT-35	System shall provide the ability to query number of time defendant has been charged with similar charges (i.e. criminal charges/ traffic charges) and include the name of the officer if the charge is the same.			
RPT-36	System shall provide the ability to query total number of cases heard by this court (detail list available).			
RPT-37	System shall provide the ability to query total number of cases where defendant was only a party (non defendant) heard by this court (detail list available)			
RPT-38	System shall provide the ability to query number of times defendant has been arrested through jail. (detail list available).			
RPT-39	System shall provide the ability to query the following: - number of trials defendant has been found guilty or plead guilty - number of trials by attorney, courtroom, defendants and judges (detail list available).			
RPT-40	System shall provide the ability to query number of trials defendant has been found guilty or plead guilty and query the number of trials by attorney, courtroom, defendants and judges (detail list available).			

RPT-41	System shall provide the ability to generate a report for the following: - suspended fines - dismissed FTA fees - waived PD fees - how many clients have the PD fee imposed and /or recouped			
RPT-42	System shall provide the ability to generate reports to verify processed subpoenas.			
RPT-43	System shall generate report of court dockets and subpoena list for daily inclusion in Courtroom.			
RPT-44	System shall automatically generate daily motion reports at least 10 days prior to the court date sorted by date and courtroom.			
RPT-45	System shall track and generate daily report of "booked wrong" letters for accident and criminal cases.			
RPT-46	System shall provide the ability to track, generate and compare original dockets vs. end of day (i.e. walk-in).			
RPT-47	System shall provide the ability to generate all reports daily, weekly, monthly and annually. (i.e. PTIT, DUI, Code Enforcement).			
RPT-48	Generate report for # of cases referred to PTIT program with 24 hour advance of court date.			
RPT-49	Track and generate # of PTIT cases accepted and rejected and provide rational for the following  - DDS history - AMC history  Note: Restrict to SO staff only.			
RPT-50	For purposes of determining PTIT eligibility, the system shall allow a user to generate cases that have charges that have not been excluded by law or office policy.			
RPT-51	Track and generate investigators of arrest warrants on record.			
RPT-52	System must enable user to track and generate reports on various types of cases and pleading (i.e.DUIs, accusations and discovery).			



RPT-53	System shall automatically generate a consolidated daily report when an Appeal is filed in Clerk's office and a separate report when an appeal served on the Solicitors' Office.			
RPT-54	System must provide an email notification to SO by report type when a report is automatically generate.			
RPT-55	System should provide the user the ability to compare sentencing and SO recommendations for reporting purposes.			

## Archiving

#	Functional Requirements	Y	N	Notes
ARC-1	System must support the ability to archive and purge case records based on established court records retention policies and provide accessibility through the primary application.			
ARC-2	System shall provide users the ability to view data that is not available in the current system.			

## Interfaces

#	Functional Requirements	Y	N	Notes
INT-1	Probation Case Transmission			
INT-2	System shall transmit clearance and correction letters to DDS.  NOTE: Attach eFax data to defendant's case			
INT-3	System shall provide the ability to transmit case disposition information for APD cases			
INT-4				
INT-5	Business License information - APD license, permits, taxi and limo			
INT-6	Part of GBI system - used to conduct criminal background search and record restrictions			
INT-7	System shall provide the ability to transmit courtroom calendar information into CMS.			
INT-8	System shall provide the ability to automatically add data from LEAs electronic citations and provide a bi-directional transmittal for tickets prescreening process			
INT-9	Retrieve water bill related data to process Code Enforcement cases.			

INT-10	System shall provide an interface with Cry Wolf to view transactions processed by their system , including disputes and financial information			
INT-11	Provide the ability to keep track of bind over receipt confirmations			
INT-12	System shall not send non reportable (no tags, no headlights) offenses to DDS			
INT-13	System must provide access to state traffic violation (codes) database			
INT-14	System must display GCIC OTN on the defendant's basic information screen			
INT-15	DataMax/OmniMax - APD ( access to information stored on GCIC)			
INT-16	System must enable users with appropriate rights to have access to a link which routes to defendant's information in GCIC			
INT-17	System must provide an Interface to ticket system and videos.			
INT-18	Fire code violation and public works			
INT-19	System shall provide the ability to transmit images to storage			
INT-20	System shall provide the ability to transmit courtroom calendar information			
INT-21	System shall provide the ability to receive and process financials from IVR and Web IVRWeb			
INT-22	State codes & Update code violations; access to state traffic violation codes			
INT-23	System shall provide the ability to transmit arrested defendant case information to Fulton County			
INT-24	System shall provide the ability to transmit financial information			
INT-25	Send and receive case information			
INT-26	Provide access to criminal database for defendants			
INT-27	System shall provide the ability to interface with JMS to record bail and bond information.			
INT-28	System must provide a link to JMS for access to defendant's information			
INT-29	Merge existing related data to new CMS system. Should be bi-directional to report DUI information and some city ordinances. Used when accusations are filed and DUI cases			
INT-30	Lockbox for Red Lights and Parking			
INT-31	Code Enforcement Building/Address inspection information			

INT-32	SO LPA/Investigators to view history information and verify retainer warrants			
INT-33	911 logs, victim information, incident reports and all prior charges			
INT-34	traffic, accidents, police reports, booking process information (jail).			
INT-35	interface with video from APD patrol cars			
INT-36	The system must have a document generation capability that merges case management system data with word processing templates			
INT-37	System shall provide the ability to validate defendant's data that's in CMS matches defendant's data in the Probation system. (i.e. name, case number, etc.).			

## Administration

#	Functional Requirements	Y	N	Notes
ADM-1	System shall provide role-based security configurable by authorized users.			
ADM-2	System shall provide single login with user id and password.			
ADM-3	System shall provide the ability for passwords and other user-defined data to be transmitted and stored in an encrypted format.			
ADM-4	System shall display typed password characters as "*" on the login screen.			
ADM-5	System shall provide the ability for password policy to be configurable by authorized users including length, frequency of change, etc.			
ADM-6	System shall provide the ability to record failed login attempts including user id, date and time, location, MAC address or IP address			
ADM-7	System shall provide the ability to lock a user's account after consecutive failed login attempts defined by the administrator and notify administrator regarding denied access.			
ADM-8	System shall provide strict security controls to prevent unauthorized use of the system and its data by limiting access to privileged application functionality, data records, and data elements where appropriate.			
ADM-9	System shall provide security at the field level and the ability to track changes or updates.			

## Configurability

#	Functional Requirements	Y	N	Notes
CFG-1	<p>The software must support unified case management. For example, the court can define an unlimited number of additional case types, without purchasing additional case type specific modules.</p> <p>Each defined case type must support the following functionality:</p> <ul style="list-style-type: none"> <li>• When case types are entered, only relevant codes and values (i.e., events, documents, statutes) are displayed.</li> <li>• Only defined users or user groups can add or access specified case types.</li> <li>• Each defined case type can have different applicable defined business rules.</li> </ul>			
CFG-2	The court must be able to configure software, as well as have software configured by vendor, without recompiling the software application or touching the source code.			
CFG-3	The system must display work queue assignments on the dashboard for the specific court user or team.			
CFG-4	The system must include a supervisor view of the dashboard that provides management information about the status of tasks (high priority, due today / tomorrow / 2-3 days, etc.) for the work queue.			
CFG-5	The system must provide individual users with the ability to display searches that they save on their unique dashboard.			
CFG-6	The system must provide individual users with a search function that displays real-time results whenever the dashboard is displayed or refreshed.			
CFG-7	The court must be able to create screens for each of their different case types—including unique screen displays, fields, coded values, system views, time standards, alerts, documents, and balances due.			
CFG-8	The software must provide dynamic screen capability (i.e., variable information collected in section one will change the information that is displayed for entry in section two).			
CFG-9	Solution must allow the court to create business rules that can automate workflow procedures without having to go through vendor.			

CFG-10	The system must provide the ability to trigger business rules in multiple ways, including based on an insert or update of a database value, a specific day/time, or the arrival of a new file in a networked folder.			
CFG-11	Users must be able to navigate to views of data in the system using configurable shortcuts (e.g.: Ctrl+E opens the Add Event screen, and the court can change the shortcut to a different combination such as Ctrl+A, etc., if it wants to do so).			
CFG-12	The system must provide the ability to create configurable dashboards with customized key performance indicators (KPIs)			

## Communication

#	Functional Requirements	Y	N	Notes
COMM-1	System must provide inter-departmental communications (i.e. instant messenger) with security gates.			
COMM-2	System shall provide the ability to communicate within the system via instant messaging, alert or email (both internal and external to Courts).			
COMM-3	System shall store and track the following content related to a defendant: - conversations - phone calls - voicemail from a defendant - completed interviews - confirmation of evidence - completed witness interviews			
COMM-4	System shall send a task reminder to user for special events.			
COMM-5	System must send an alert to SO if Judge rejects an addition or amendment to the code violation list.			
COMM-6	System must provide SO the ability to send an "expedite" alert to Judges when a new or amendment code for the code violation list needs to be reviewed and published with a 24 hour period.			

COMM -7	System must provide inter-departmental communications between PD and SO with security gates.			
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## Data Sharing

#	Functional Requirements	Y	N	Notes
DSH-1	The software must provide secure, view-only access via the web for staff, administration, and external case participants (i.e. law enforcement officers, judges and even the public). For security purposes, the Court's technical staff must be able to define accessible areas based on groups, roles, or users. For example, a law enforcement officer can only query certain areas of the software while the administrator can query the entire application.			
DSH-2	Vendor must include an API that Court can use to integrate with other justice partners or software solutions.			

## Name Tracking

#	Functional Requirements	Y	N	Notes
NTK-1	The software must be able to track an unlimited number of addresses, phone numbers, and e-mails for any name. The software must track the dates any contact information is changed with effective from and to dates. The software must be able to display former contact information using formatting such as italics, gray font, etc.			
NTK-2	System should be able to auto-populate city and state when user enters the zip code.			

## Support

#	Functional Requirements	Y	N	Notes
SUP-1	Vendor should provide SLA and Support Terms			
SUP-2	Vendor must have local Technical Support			
SUP-3	Vendor must provide regular user training			

## Technical

#	Functional Requirements	Y	N	Notes
TEC-1	System must provide real-time updates.			
TEC-2	System should provide eCitation capabilities.			
TEC-3	System shall provide the ability easily navigate to other parts of the system. (i.e. decrease # of steps to complete a task)			
TEC-4	System must be web-enabled			
TEC-5	System shall provide the ability to handle high volume traffic court proceedings and case loads.			
TEC-6	System shall display all dates in a four (4) digit year format.			
TEC-7	System should enabled user to track amount of time taken to add event to event history and provide ticklers when task is complete			
TEC-8	System shall provide touchscreen technology capability.			
TEC-9	The Court Case Management System must utilize a true 64-bit Graphical User Interface.			
TEC-10	System must accept all web browsers for web payment.			
TEC-11	System shall display an alert if case is being modified simultaneously by multiple users.			
TEC-12	System shall provide a payment system.			
TEC-13	System shall provide the ability to select case numbers via hyperlink and display related information (GCIC files, amended violation code, citation # for added charges, disposition notes etc.).			
TEC-14	System should ensure that all alerts are hyperlinked to the actual case, FTA notifications or file.			
TEC-15	System shall allow a user to edit specified sections in a Court approved process forms.			

TEC-16	System should provide a minimum 250 character length for code description section.			
TEC-17	System should provide the ability to handle the entire warrant process electronically.			
TEC-18	System must ensure that dialog error messages pop-up when incorrect entries are entered in field and provide example of corrective action			
TEC-19	System must ensure all resets are scheduled for future court dates.			
TEC-20	System must automatically create a docket index history for the following events: - motion - bond - arrests - warrants - inspections - images			
TEC-21	System must provide the ability to view multiple screens simultaneously.			
TEC-22	System shall provide full search capability.			
TEC-23	System shall provide the ability to post all payable offenses on the website.			
TEC-24	System shall provide the ability to scan a citation and auto populate the data into CMS.			

### Total Cost of Ownership

#	Functional Requirements	Y	N	Notes
TCO-1	Software should allow users to manage their own dashboards, without having to rely on or pay the vendor.			
TCO-2	Software must allow authorized users to create screens, define required fields, define its own data validation warning and error messages, and configure a number of screen attributes without having to rely on or pay vendor.			
TCO-3	The software must allow authorized users to create new business rules or change existing ones without vendor assistance.			
TCO-4	All software upgrades (including major and minor versions), service releases (patches), and updated system documentation must be provided at no additional cost as part of the agreement.			



## User Features

#	Functional Requirements	Y	N	Notes
USF-1	Individual users should be able to set their desktop theme, determine and select which items they want on their dashboard, and arrange the items on their dashboard. They should be able to create multiple dashboards. These settings must be saved for the particular user and appear as set-up when the user logs out and logs back into the system.			
USF-2	Case and name records should automatically hyperlink to other cases or names referenced within them, allowing users to open those as new tabs with a single click. The Court must also be able to turn off these hyperlinks and present them as text only if it so desires.			
USF-3	The software must have a method to display and link a person's photo.			
USF-4	The software must support auto-filtering on all coded lookup fields. For instance, typing 'M' in the Gender fields automatically fills 'Male' in the data entry box.			
USF-5	System must provide the ability for the court, without vendor assistance, to create a help note next to any configured field on any configurable insert, update and search screen. If notes are free text, the notes must be full text searchable. Help notes must also have the ability to store pdf, Word, video and audio files.			